

LOUIS R. RIGBY
Mayor
BRANDON LUNSFORD
Councilmember At Large A
STEVE GILLETT
Councilmember At Large B
DANNY EARP
Councilmember District 1



CHUCK ENGELKEN
Mayor Pro Tem
Councilmember District 2
BILL BENTLEY
Councilmember District 3
THOMAS GARZA
Councilmember District 4
JAY MARTIN
Councilmember District 5
NANCY OJEDA
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held October 12, 2020 , beginning at 6:00 PM in the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas , for the purpose of considering the following agenda items. All agenda items are subject to action. Social distancing protocols will be in effect in the Council Chambers.

Remote participation is available, also. Attend via a screen using this link:

<https://us02web.zoom.us/j/87542837961?pwd=TTVuWGRBTHVLNTIRL2ljRElrSk0xUT09>. The meetin ID is 875 4283 7961 and the passcode is 720238. Join by phone at 888-475-4499 or 877-853-5257.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Reverend Brian Christen, La Porte Community Church.
PLEDGES – Will be led by Councilperson Brandon Lunsford.
U.S. Flag
Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.
3. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
4. **CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*
 - (a) Approve the minutes of the City Council meeting held on September 28, 2020. [Louis R. Rigby, Mayor]
 - (b) Approve the adoption of Resolution 2020-24 supporting changes to state law that would allow use of hotel occupancy tax revenue to fund improvements to City park system for benefit of tourism industry. [Corby Alexander, City Manager]
 - (c) Authorize the City Manager to execute a contract with Public Management, Inc. for grant application preparation and overall management of grant program projects in response to RFP #20512 - Grant Administration Services. [Ray Mayo, Public Works Director]
 - (d) Approve purchase of dispatch consoles through Motorola under HGAC Contract #RA05-18. [Steve Deardorff, Police Chief]
 - (e) Approve purchases for Vehicle and Equipment Replacement for the FY 2020-21 budget year through Texas BuyBoard Cooperative Purchasing Program. [Ray Mayo, Public Works Director]
 - (f) Approve payment to Software House International (SHI) under BuyBoard contract 579-19 for the purchase of the Darktrace security appliance for a 4-year term. [Grady Parker, IT Manager]
 - (g) Approve payment to Ford Audio Video under BuyBoard contract #563-18 for the upgrade of the City Hall City Council Chamber's audio visual equipment. [Grady Parker, IT Manager]

(h) Authorize the City Manager to execute contract with AT&T for the migration and upgrade of the City's phone system, in the amount of \$153,404.96. [Grady Parker, IT Manager]

5. **STATUTORY AGENDA**

(a) Presentation, discussion, and possible action to approve the proposed Coronavirus Relief Fund (CRF) small business relief funding plan. [Corby Alexander, City Manager]

6. **REPORTS**

(a) Receive report of the Drainage and Flooding Committee meeting. [Councilperson Martin]

7. **ADMINISTRATIVE REPORTS**

- Planning and Zoning Commission meeting, October 15
- Zoning Board of Adjustment meeting, October 22
- City Council meeting, October 26

8. **COUNCIL COMMENT** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.*

9. **ADJOURN**

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (281-470-5019), two working days prior to the meeting for appropriate arrangements.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the October 12, 2020, City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING _____

TIME OF POSTING _____

TAKEN DOWN _____

Lee Woodward

Lee Woodward, City Secretary

LOUIS RIGBY
Mayor
BRANDON LUNSFORD
Councilperson At Large A
STEVE GILLETT
Councilperson At Large B
DANNY EARP
Councilperson District 1
CHUCK ENGELKEN
Councilperson District 2
Mayor Pro-Tem



BILL BENTLEY
Councilperson District 3
THOMAS GARZA
Councilperson District 4
JAY MARTIN
Councilperson District 5
NANCY OJEDA
Councilperson District 6

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE SEPTEMBER 28, 2020

The City Council of the City of La Porte met in a regular meeting on Monday, September 28, 2020, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m., with the following in attendance:

Councilpersons present: Louis Rigby, Steve Gillett, Danny Earp, Chuck Engelken, Bill Bentley, Thomas Garza (*left at 6:02 p.m.*), Jay Martin

Councilpersons attending remotely: Brandon Lunsford, Nancy Ojeda

Councilpersons absent: None

Council-appointed officers present: Corby Alexander, City Manager; Lee Woodward, City Secretary; Clark Askins, Assistant City Attorney

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. Mayor Rigby reminded Councilperson Garza that the Council's adopted Rules of Procedure required Councilpersons to wear a mask during Council meetings. The Mayor reminded Councilperson Garza that he had the opportunity to attend the meeting electronically and could go to his office in City Hall. Councilperson Garza said he was exempted from wearing a face covering for medical reasons and because he was eating and drinking and would not be wearing one. The Mayor asked the Sergeant-at-Arms to remove Councilperson Garza. Councilperson Garza moved that the Council oppose the Mayor's direction, which he termed as illegal. The motion did not receive a second and was not considered. Councilperson Garza was escorted from the room.
2. **INVOCATION** – The invocation was given by Pastor Paul Mc Wherter, Underwood Baptist Church, and pledges were led by Councilperson Steve Gillett.
3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
 - a. Proclamation in recognition of Domestic Violence Awareness and Prevention Month. [Mayor Rigby]
4. **CITIZEN COMMENT** (*Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.*)
 - Alton Porter spoke on behalf of Gas Innovations in support of item 5c.
 - Sam Maknojia, spoke as the owner of SV Sons Hwy. 146, requesting the consideration of a temporary occupancy permit for his development in order to partially open his fueling station/Dunkin' Donuts location.
 - Amin Ali Jafar spoke as an employee seeking to work at Mr. Maknojia's business.
 - Cindy Kranzfelder spoke as an employee seeking to work at Mr. Maknojia's business.
 - Madison Yellott spoke as an employee seeking to work at Mr. Maknojia's business.
 - Brenda Thompson, 2020 Chairman of the Board, and Jeff Martin, President, of the La Porte-Bayshore Chamber of Commerce, who presented the City with a copy of a poster of drawings of local buildings, including City Hall, they had commissioned, as a commemoration before the Chamber moves to its new location. Thompson and Martin also shared that the Chamber has provided masks for all City first responders, has commissioned a drawing for the City's three chiefs rendered by a former City employee, and is encouraging visible local support for first responders, including on business signage, on October 1. Martin thanked the City for its ongoing support of the Chamber.

- Randy Rowan asked for information on the facilities Harris County considered for an early voting location in La Porte and whether the election was still a joint election between the City and LPISD.
- Jim Cika with ICC spoke in support of the City adopting the ICC codes in item 7e and f, as did Kelly Sadler, Karl Fippinger, Guy Tomberlin, and Shawn Strausbaugh of ICC; Tommy Rice, Jr. of CNB Utilities of Houston; Scott McDonald of the City of Denton; and Merrill Crawford of Charlie's Plumbing of Houston.

5. CONSENT AGENDA *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*

- Approve the minutes of the City Council meeting held on September 14, 2020. [Louis R. Rigby, Mayor]**
- Adopt Ordinance 2020-3799 to reappoint Presiding Judge Denise Mitrano and three Alternate Judges, Dick H. Greg III, Chris Gore, and John C. Cardenas. [Mayor Rigby]**
- Adopt Ordinance 2020-3802 regarding a petition by land owners for disannexation of a 4.8635-acre tract of land and a 3.8135-acre tract of land, both situated in the Enoch Brinson League, Abstract 5, Harris County, Texas. [Corby Alexander, City Manager]**
- Adopt Ordinances 2020-IDA-143 through 2020-IDA-154, authorizing the execution of Industrial District Agreements with companies in the Battleground and Bayport Industrial Districts, for a twelve- (12-) year term beginning January 1, 2020. [Corby Alexander, City Manager]**

Councilperson Earp pulled item c. The Mayor pulled item d to be considered separately, as Councilperson Earp had filed an Affidavit of Conflict of Interest and did not participate in the item's discussion or vote. Mayor Pro Tem Engelken moved to approve consent agenda items a and b; the motion was seconded by Councilperson Earp; the motion was adopted, 8-0.

Mayor Pro Tem Engelken moved to adopt Ordinance 2020-3802 regarding a petition by land owners for disannexation of a 4.8635-acre tract of land and a 3.8135-acre tract of land, both situated in the Enoch Brinson League, Abstract 5, Harris County, Texas, and amending the effective date of the ordinance to December 31, 2020; the motion was seconded by Councilperson Bentley; the motion was adopted, 6-2, Councilpersons Earp and Gillett voting against.

Councilperson Earp signed an Affidavit of Conflict of Interest and did not participate in the discussion or vote. Mayor Pro Tem Engelken moved to adopt Ordinances 2020-IDA-143 through 2020-IDA-153, authorizing the execution of Industrial District Agreements with companies in the Battleground and Bayport Industrial Districts, for a twelve- (12-) year term beginning January 1, 2020, and to adopt Ordinance 2020-IDA-154 authorizing the execution of an Industrial District Agreement for an eleven-year term beginning January 1, 2021; the motion was seconded by Councilperson Bentley; the motion was adopted, 7-0.

6. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- The City Council will hold a public hearing to receive comments regarding their consideration of the proposed City of La Porte budget for the 2020-21 Fiscal Year; followed by discussion and possible action to adopt Ordinance 2020-3800, approving the City's Fiscal Year 2020-21 Proposed Budget. [Michael Dolby, Finance Director]**

Mayor Rigby opened the public hearing at 7:04 p.m. Michael Dolby, Finance Director, provided a presentation on the proposed City of La Porte budget for 2020-21 Fiscal Year. There was no public comment offered by attendees. The Mayor closed the public hearing at 7:17 p.m.

Councilperson Martin signed an Affidavit of Conflict of Interest and did not participate in the discussion or vote. Mayor Pro Tem Engelken moved to approve the budget line item concerning funding for the City's contract with the Chamber of Commerce; the motion was seconded by Councilperson Earp; the motion was adopted, 7-0.

Mayor Rigby moved to adopt Ordinance 2020-3800 approving the City's Fiscal Year 2020-21 Proposed Budget; the motion was seconded by Mayor Pro Tem Engelken; the motion was adopted, 8-0, by a roll call vote.

7. STATUTORY AGENDA

- a. **Presentation, discussion, and possible action to approve use of the Coronavirus Relief Fund (CRF) funding allocation. [Corby Alexander, City Manager]**

Councilperson Gillett moved to approve use of the Coronavirus Relief Fund (CRF) funding allocation; the motion was seconded by Mayor Pro Tem Engelken; the motion was adopted, 8-0.

- b. **Presentation, discussion, and possible action to approve the purchase of 145 new laptop computers to replace desktops to provide better efficiencies for staff. [Grady Parker, IT Manager]**

Mayor Pro Tem Engelken moved to approve the purchase of 145 new laptop computers; the motion was seconded by Councilperson Earp; the motion was adopted 8-0.

- c. **Presentation, discussion, and possible action to adopt Resolution 2020-23, accepting the 2020 HCAD certified appraisal roll. [Michael Dolby, Finance Director]**

Mayor Pro Tem Engelken moved to adopt Resolution 2020-23, accepting the 2020 HCAD certified appraisal roll; the motion was seconded by Councilperson Bentley; the motion was adopted 8-0.

- d. **Presentation, discussion, and possible action to adopt Ordinance 2020-3801, setting the City's ad valorem tax rate for the 2020-21 Fiscal Year. [Michael Dolby, Finance Director]**

Mayor Pro Tem Engelken moved to adopt Ordinance 2020-3801, setting the City's ad valorem tax rate at \$0.71 per \$100 valuation for the 2020-21 Fiscal Year; the motion was seconded by Councilperson Bentley; the motion was adopted 8-0 by a roll call vote.

- e. **Presentation, discussion, and possible action on adoption of Ordinance 2020-3084 to adopt the 2018 International Fire Code. [Clif Meekins, Fire Marshal]**

Mayor Pro Tem Engelken moved to adopt Ordinance 2020-3084 to adopt the 2018 International Fire Code; the motion was seconded by Councilperson Earp; the motion was adopted 8-0.

- f. **Presentation, discussion, and possible action to approve Ordinance 2020-3803 adopting the 2018 International Code editions for Building, Residential, Mechanical, Energy Conservation, Plumbing, Fuel Gas, and Swimming Pool and Spa Codes and the 2020 National Electrical Code with local amendments, in accordance with recommendation of the Building Code Appeals Board. [Alfonso Acosta, Deputy Building Official]**

Mayor Pro Tem Engelken moved to adopt Ordinance 2020-3803 adopting the 2018 International Code editions for Building, Residential, Mechanical, Energy Conservation, Plumbing, Fuel Gas, and Swimming Pool and Spa Codes and the 2020 National Electrical Code with local amendments, in accordance with recommendation of the Building Code Appeals Board; the motion was seconded by Councilperson Bentley; the motion was adopted, 8-0.

8. ADMINISTRATIVE REPORTS

- City Council meeting, October 12
- Planning and Zoning Commission meeting, October 15
- Zoning Board of Adjustment meeting, October 22
- City Council meeting, October 26

City Manager Corby Alexander said there were no reports.

9. **COUNCIL COMMENTS Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilmembers, and City staff, for which no formal action will be discussed or taken.**

Councilpersons thanked the Police Department Crime Victim Liaison, Shaye Lister, for her service to the community; expressed appreciation to the Chamber of Commerce for their gift of the framed poster to be displayed at City Hall;

thanked the Finance Department and all of the City staff for their long work on the new budget; noted with approval the adherence of local businesses to appropriate COVID guidelines and requirements; shared appreciation for the approval of raising all City positions to a rate minimum of \$10/hour; encouraged all to visit the library when it reopened and conveyed the gratitude of its employees for the refurbishments the City is completing there; noted the Charter Review Commission has begun meeting; and thanked Emergency Management Coordinator Kristin Gauthier for keeping all on track during Hurricane Laura and Tropical Storm Beta.

10. EXECUTIVE SESSION – The City Council will convene in closed session as authorized by Texas Government Code Sec. 551.071(1)(A) - Pending or Contemplated Litigation, to discuss SV Sons Hwy. 146, LLC vs. City of La Porte. [Clark T. Askins, Assistant City Attorney]

The Council adjourned into executive session at 8:15 p.m.

11. RECONVENE into regular session and consider action, if any, on item(s) discussed in executive session.

The Council reconvened into open session at 8:46 p.m. Mayor Pro Tem Engelken moved to decline the proposed agreement for a temporary certificate of occupancy; the motion was seconded by Councilperson Martin; the motion was adopted, 8-0.

ADJOURN – Without objection, Mayor Rigby adjourned the meeting at 8:49 p.m.

Lee Woodward, City Secretary



REQUEST FOR CITY COUNCIL AGENDA ITEM

| |
|--|
| Agenda Date Requested: <u>October 12, 2020</u> |
| Requested By: <u>Corby Alexander, City Mgr.</u> |
| Department: <u>Administration/CMO</u> |
| <input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance |

| Appropriation | |
|-------------------|--|
| Source of Funds: | <u>N/A</u> |
| Account Number: | <u>N/A</u> |
| Amount Budgeted: | <u>N/A</u> |
| Amount Requested: | <u>N/a</u> |
| Budgeted Item: | <input type="radio"/> Yes <input type="radio"/> No |

Exhibits: Resolution 2020-24

SUMMARY & RECOMMENDATION

Presently, the State law provides nine (9) specific uses for Hotel Occupancy Tax (HOT) revenues including funding for tourist promotion, arts promotion, historic preservation and signage for tourists. Our city parks such as Pecan Park and Little Cedar Bayou Park are extensively used by visitors participating in sporting events. Many of these visitors spend the night in our hotels before and after enjoying our parks. However, State law does not allow HOT revenues to be used to support improvements to these parks. Also, State law does not allow these revenues to be used to fund trail improvements that would connect our parks with other tourist destinations and our hotels and other lodging establishments.

If the attached Resolution was approved, it would be sent to the Texas Municipal League (TML) for inclusion in their priorities for the 2021 legislative session. Over the past month and currently, several cities have been reviewing this option and have approved or will be asked to approve the resolution. It is expected that many other cities will support our efforts if approved by the City Council.

If HOT dollars were approved for park and trail improvements, there are a number of projects these funds could help support. Some of these projects could include, but are not limited to:

- Five Points Plaza pavilion, restrooms, parking lot, and possibly a new playground and/or splash pad for added activities at our events and during non-event times.
- Trail connectivity pieces on Spencer, trail wayfinding signage throughout our trail system, raising the trail up in low lying areas on Fairmont, and Phase 2 of the Broadway Trail Lighting Project.

- Pecan Park redesign for easier flow and added parking that can accommodate the large amount of usage this park receives from weekend play and tournaments throughout the year.
- Additional parking for Lomax Arena, in addition to extending out the arena overhang.
- Nine playground replacements that are scheduled for fiscal Year 2022-2027.
- Wave Pool Splash Park feature anticipated for FY 2023 (currently prefunding).
- Fairmont Park West Slash Park anticipated for FY 2023 (currently prefunding).
- Addition of shade covering over all parks and outdoor fitness pieces.
- Addition of outdoor fitness equipment at multiple parks.

With recent changes in State law limiting the ability of municipalities to increase property taxes, it will also be more difficult to fund park improvements with property taxes. Cities will need other revenue options available in order to improve municipal park facilities. HOT revenues would offer us an additional option for funding these improvements. Also, this would help to show citizens how revenues from tourism activity directly benefits the community.

Finally, it should be noted that during the current COVID-19 pandemic the use of our parks and trails by both local residents and tourists have increased significantly. The public seems to have a new appreciation for our park system, particularly our trails. At the same time, the pandemic has caused our revenues and revenues in other cities to decline. When revenues decline, a lot of cities consider reductions in funding park improvements rather than reductions to other City services such public safety. The availability of this option for funding park improvements would help La Porte fund park improvements during periods of declining revenue sources.

Staff recommends City Council approve the attached Resolution supporting changes to State law that would allow the City to utilize HOT revenues to support future improvements to our park system, which would benefit our tourism industry.

ACTION REQUIRED BY CITY COUNCIL

Consider and discuss the possible adoption of Resolution 2020-24 supporting changes to State law that would allow use of HOT revenues to support future improvements to our park system that would benefit our tourism industry.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

RESOLUTION 2020-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, SUPPORTING THE PASSAGE OF LEGISLATION DURING THE 87TH REGULAR SESSION OF THE TEXAS LEGISLATURE (2021), TO ALLOW FOR THE EXPENDITURE OF MUNICIPAL HOTEL OCCUPANCY TAX REVENUE BY THE CITY FOR CONSTRUCTION OF IMPROVEMENTS IN MUNICIPAL PARKS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of La Porte (“City”) has adopted a municipal hotel occupancy tax ordinance in order to raise revenue for the promotion of tourism and the hotel and lodging industry in the City; and

WHEREAS, the City has determined that the City parks are popular attractions visited year-round by a significant number of tourist and visitors to the City and surrounding area; and

WHEREAS, the City parks are utilized for multiple large annual events, festivals and sporting activities that are attended by a significant number of tourists and visitors to the City and surrounding area; and

WHEREAS, the City parks are in need of additional improvements and amenities and connectivity to lodging establishments and tourist attractions, as the current demand for certain City park facilities and amenities frequently exceeds the operating capacity of said improvements and amenities, due to the large attendance at annual festivals, events, sporting activities and related tourist activities held on City parks and would benefit from connectivity and additional public facilities; and

WHEREAS, the City’s tourism and hotel and lodging industries would benefit from the expenditure of municipal hotel tax revenue on construction of improvements and connectivity to the City parks, as tourists and visitors frequently visit the City parks, and improvements to the City parks will increase the quality and number of amenities available at said City parks for use and enjoyment by tourists and visitors to the City and surrounding area; and

WHEREAS, the City’s tourism and hotel and lodging industries would benefit from the expenditure of municipal hotel tax revenue on construction of trails and sidewalks that connect City parks to lodging establishments and other tourist attractions, which will increase the use and enjoyment by tourists and visitors of lodging establishments, parks, tourist attractions, and related public facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, THAT:

Section 1. That the City Council adopts the findings and recitals set forth I the preamble of this Resolution.

Section 2. That the City Council supports the passage of legislation during the 87th Regular Session of the Texas Legislature (2021), that would allow for the expenditure of municipal hotel occupancy tax revenue by the City of La Porte for construction of improvements in municipal parks and trails/sidewalks that connect parks, lodging establishments, and other tourist attractions, and related public facilities.

Section 3. All ordinances or parts of resolutions of the City of La Porte, Texas, in conflict with any provision contained herein is hereby repealed to the extent of any conflict.

Section 4. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance; and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 5. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This resolution shall be in effect from and after its passage and approval.

PASSED and APPROVED this, the 12th day of October, 2020.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Clark T. Askins, Assistant City Attorney



REQUEST FOR CITY COUNCIL AGENDA ITEM

| |
|--|
| Agenda Date Requested: <u>October 12, 2020</u> |
| Requested By: <u>Ray Mayo, Director</u> |
| Department: <u>Public Works</u> |
| <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance |

| Appropriation | |
|-------------------|---|
| Source of Funds: | <u>015 – General CIP</u> |
| Account Number: | <u>015-7070-690-1100</u> |
| Amount Budgeted: | <u>\$1,000,000</u> |
| Amount Requested: | <u>N/A</u> |
| Budgeted Item: | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Exhibits: Evaluation Summary and Proposal (PMI)

SUMMARY & RECOMMENDATION

In response to presidentially declared disasters, federal funding has been appropriated for the Community Development Block Grant (CDBG) Program to rebuild affected areas. Through multiple appropriations from Congress, the U.S. Department of Housing and Urban Development (HUD) has allocated more than \$5.676 billion in Community Development Block Grants for Disaster Recovery funds to the State of Texas for long-term disaster recovery. After multiple allocations from the HUD, the General Land Office (GLO) has published the Action Plan for Hurricane Harvey, the 2016 Floods, and the 2015 Floods. The City of La Porte anticipates applying for the following new Texas General Land Office (GLO) grant programs:

Hurricane Harvey State Mitigation: Funds mitigation projects for Hurricane Harvey HUD Most Impacted and Distressed (MID) and State MID areas. The State Competition is open to cities, counties, council of governments, state entities, special and service districts. Examples of projects include flood control and drainage improvements, infrastructure improvements, green infrastructure, and public facilities.

2015 Floods State Mitigation: Provide funds to cities, counties, Indian Tribes, and councils of governments to address risks in the 2015 Floods HUD MID and State MID areas. Examples of projects include flood control and drainage improvements, infrastructure improvements, green infrastructure, and public facilities.

2016 Floods State Mitigation: Provide funds to cities, counties, Indian Tribes, and councils of governments to address risks in the 2016 Floods HUD MID and State MID areas. Examples of projects include flood control and drainage improvements, infrastructure improvements, green infrastructure, and public facilities.

Hazard Mitigation Grant Program (HMGP): Supplemental: The Texas Division of Emergency Management has called for, selected, and prioritized a variety of local mitigation projects through FEMA's HMGP. This supplemental helps fund Hazard Mitigation Grant Program (HMGP) CDBG-MIT eligible projects that were selected but unable to receive funding in Hurricane Harvey impacted areas.

Regional Mitigation (COG MODs): Each Council of Government (COG) impacted by Hurricane Harvey will be allocated funds. Each COG will develop a method of distribution (MOD) to allocate funds to local units of governments and Indian Tribes. The GLO encourages the prioritization of regional investments with regional impacts in risk reduction to develop disaster-resistant infrastructure including upgrading of water, Sewer, solid waste, communications, energy, transportation, health and medical infrastructure, and natural mitigation infrastructure.

Request for Proposal (RFP) #20512 – Grant Administration Services closed on August 6, 2020, providing an opportunity for administration/management firm and/or professional service provider(s) to assist the City in preparing application(s) for and in the overall administration or implementation of proposed Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Program project(s), if funded by the Texas General Land Office (GLO). Proposals were received from: Lamar Contractors; Public Management; Traylor and Associates; CSRS; and Tidal Basin. Proposals were reviewed and evaluated by the Assistant Director of Public Works; City Planner; and Emergency Management Coordinator.

The top two respondents were Tidal Basin and Public Management, respectively. Proposal evaluation criteria included: Experience; Work Performance; Capacity to Perform; and Proposed Cost. The "proposed cost" category evaluated the rates charged for services, with the most points awarded to the proposal with the lowest rate. Initial evaluations were utilized to determine the top proposal(s). Federal procurement standards allow for contracts to be awarded to the responsible firm whose proposal is most advantageous (ref. CFR 200.320(d)(4)). To determine the "most advantageous" proposal, consideration was given to Application Preparation Service fees.

Although Tidal Basin's proposal scored higher than Public Management's proposal, staff recommends awarding the contract to Public Management. Public Management's proposal is more advantageous to the City because their fee for application preparation services is zero dollars (\$0.00), so there is no expense to the City if the grant is not awarded. Contrastingly, Tidal Basin assesses a fee for application preparation services. with no certainty of being awarded. Using an average hourly rate of \$131, based on hourly rates provided by Tidal Basin, and an estimated level of effort ranging from twenty to eighty (20 – 80) hours (provided by Tidal Basin) Tidal Basin's application preparation fees are estimated to range from \$2,620 to \$10,480, with no certainty of being awarded. The Purchasing Manager has confirmed the procurement compliance of the evaluation process and is in support of this recommendation.

Benefits:

- Awarding to Public Management avoids paying fees for application preparation without a certainty of grant award.
- Grant administrator would ensure that all requirements of the grants are met.

Liabilities:

- Potential to miss application submittal deadlines due to extensive level of effort required to prepare each grant application, thereby forgoing opportunities to secure grant funding which would supplement funding of drainage improvement projects.

Staff recommends the execution of a contract with Public Management, Inc. for grant administration services.

ACTION REQUIRED BY CITY COUNCIL

Authorize the City Manager to execute a contract with Public Management, Inc. for Grant Administration Services based on the proposal provided in response to RFP #20512 for grant application preparation and overall management of grant program projects.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

**RFP 20512 GRANT ADMINISTRATION SERVICES
EVALUATION SUMMARY**

| Criteria | Points | CSRS | LAMAR CONTRACTORS | PUBLIC MANAGEMENT | TIDAL BASIN | TRAYLOR & ASSOCIATES |
|----------------------------|---------------|-------------|------------------------------|------------------------------|--------------------|-------------------------------------|
| Experience | 30 | 71 | 54 | 86 | 82 | 75 |
| Work Performance | 30 | 45 | 64 | 73 | 67 | 78 |
| Capacity to Perform | 20 | 38 | 42 | 57 | 47 | 49 |
| Proposed Cost | 20 | 36 | 42 | 27 | 60 | 24 |
| Final Scores | | 190 | 202 | 243 | 256 | 226 |

This contract ("Contract") is made and entered effective _____, 2020 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF LA PORTE**, ("Client") for the purpose of retaining Consultant to render **Application and Administration Services** to the Client for the federal, state, and/or locally funded Disaster Recovery Programs.

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

I.

Consultant will provide Client with administrative services as follows:

PRE- FUNDING SERVICES:

Application Preparation: The Consultant will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Consultant will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

Application Preparation for Mitigation Projects (as applicable): In addition to general application preparation services, the Consultant will provide grant application development services, to include Benefit Cost Analysis (BCA) completion, for applications associated to Hazard Mitigation Assistance Grant programs (including but not limited to Flood Mitigation Assistance (FMA), Pre-Disaster Mitigation (PDM) and Hazard Mitigation Grant Program for mitigation activities). Preparation and submission of applications for grant funding in compliance with local, state and federal requirements.

- Review Notices of Intent;
- Develop and implement local criteria to prioritize applicants;
- Facilitate the collection homeowner information as needed to develop of grant application;
- Identify and evaluate candidate projects suitable for grant funding;
- Provide written overview of drainage project evaluations to include list of data needs
- Conduct water surface reduction analysis for potential drainage project areas;

- Provide written report summarizing results of water surface reduction analysis with estimated benefit calculations for each reduction scenario;
- Complete Benefit Cost Analysis for candidate drainage projects;
- Complete project scope of work, cost estimate, schedule and justifications and all other elements of grant application;
- Complete Benefit Cost Analysis calculations for properties to be included in grant application;
- Provide recommendation to Client of which properties or drainage projects to include in grant application based on HMA guidance and Benefit Cost Analysis calculations;
- Conduct review and analysis of data to validate property classification and cost estimates;
- Assist Client with execution of required certifications and other documents;
- Assist Client with the completion and submittal of grant applications;
- Respond to requests for information post-application submittal (RFIs).

Flood Protection Planning (as applicable): In addition to general application preparation services, the Consultant will support the Client in coordinating application development for the Texas Water Development Board Flood Protection Planning Program.

- Coordinate and prioritize flood protection planning, flood early warning systems, and flood response activities;
- Identify watershed for which flood protection will be addressed;
- Identify how the project will reduce the loss of life and property;
- Develop project schedule and budget;
- Provide TWDB with requested population and beneficiary documentation;
- Develop required Written Assurances.

POST FUNDING SERVICES

GENERAL ADMINISTRATION SERVICES

Administrative Duties: The Consultant will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.

Recordkeeping: The Consultant will assist the Client with maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;

- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

Financial Management: The Consultant will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

Construction Management: The Consultant will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

Flood Protection Planning (as applicable): In addition to general administrative services, the Consultant will work with the Client to provide support and the necessary administrative services to successfully implement and complete flood protection planning projects.

- Assist Client with establishing formal and direct contact with appropriate entities affected by the project and in coordinating with existing flood protection planning activities in the watershed;
- Develop detailed budgets for subcontracts;
- Schedule and assist facilitating at minimum three (3) required public meetings;
- Submit planning studies for review.

CONTRACT ADMINISTRATION SERVICES

Administrative Duties: The Consultant will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Consultant will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;

- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);
- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

Real Property Acquisition (as applicable): The Consultant will assist the Client in the preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full-fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc. will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

Environmental Services: The Consultant will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project Consultant to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

Civil Rights Requirements: The Consultant will structure the program so that all procurement procedures, contracts, and polices will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Consultant will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

Procurement/Bidding/Contracting: Procurement is the process through which an entity obtains goods and services from vendors. The Consultant will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

Labor Standards Monitoring: The Consultant will ensure that all labor standards laws and regulations are observed during the course of the project. The Consultant will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Consultant will also ensure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Ensure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

Force Account (as applicable): The Consultant will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency.

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

Contract Close-out Assistance: The Consultant will prepare any necessary reports required by the funding agency to close out the project. The Consultant will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;

- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials _____

Consultant Initials _____

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

V.

For work associated to **Community Development Block Grant – Disaster Recovery (CDBG-DR)** or **Community Development Block Grant – Mitigation (CDBG-MIT)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS (\$0.00)** for **Application Preparation Services**.

For work associated to **Community Development Block Grant – Disaster Recovery (CDBG-DR)** or **Community Development Block Grant – Mitigation (CDBG-MIT)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed the maximum percentage on the table below for **Administrative Services**. *The fee will be based on final grant award amount. Consultant reserves the right to renegotiate fees based on the type of project being pursued:*

| <u>CDBG-DR/MIT Grant Amount</u> | <u>Percentage Factor</u> | <u>Fee Not to Exceed</u> |
|---------------------------------|--------------------------|-----------------------------|
| \$0 - \$249,999 | 13.00% | \$32,499.87 |
| \$250,000 - \$749,999 | 11.00% | \$82,499.89 |
| \$750,000 - 999,999 | 10.00% | \$99,999.90 |
| \$1,000,001 - \$10,000,000 | 8.00% | \$800,000.00 |
| \$10,000,001 - \$25,000,000 | 7.00% | \$1,750,000.00 |
| \$25,000,001 - \$50,000,000 | 6.00% | \$3,000,000.00 |
| \$50,000,001 - \$100,000,000 | 5.75% | \$5,750,000.00 |
| \$100,000,001 + | 4.50% | Based on Final Award Amount |

VI.

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates. *Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in **Corporate Hourly Rate and Fee Schedule (Attachment II)**.*

VII.

Payment of the fees associated with ("**Part V. and VI.**") - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

VIII.

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

XI.

Client, the agency, the U.S. Department of Housing and Urban Development (HUD) and/or Federal Emergency Management Administration (FEMA), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

XII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XIII.

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XIV.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XV.

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

XVI.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XVII.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVIII.

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XIX.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.



PATRICK K. WILTSHIRE
President/CEO

Client

CHIEF ELECTED OFFICIAL

ATTEST:

**Attachment I
Work Authorization**

For work associated to _____, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

_____ (\$ _____)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

| <u>GENERAL ADMINISTRATIVE SERVICES</u> | |
|---|-----------|
| Kick-off Meeting & Start-up Package | \$ |
| Environmental Notice to Proceed | \$ |
| Authority to Use Grant Funds | \$ |
| Bid Advertise | \$ |
| Construction Notice to Proceed | \$ |
| As-Builts/COCC/FWCR | \$ |
| Closeout Packet Approval | \$ |
| Subtotal | \$ |
| <u>ENVIRONMENTAL SERVICES</u> | |
| Environmental Services | \$ |
| Subtotal | \$ |
| TOTAL FEE | \$ |

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates.

 PATRICK K. WILTSHIRE
 President/CEO

 Chief Elected Official

ATTEST:

**Attachment II
Corporate Hourly Rate & Fee Schedule**

PUBLIC MANAGEMENT, INC.
2020 Hourly Rate

| | |
|---------------------------|-------------|
| Principal Consultant | \$200.00/HR |
| Project Manager | \$185.00/HR |
| Planner | \$185.00/HR |
| Assistant Project Manager | \$150.00/HR |
| GIS Technician | \$140.00/HR |
| Executive Assistant | \$110.00/HR |

Hourly rates for personnel not listed will be billed at direct payroll cost

REIMBURSABLE EXPENSES

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2020. In January, 2021, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

ATTACHMENT III
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employees essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than \$100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Federal Emergency Management Administration Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by FEMA assistance or FEMA-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of FEMA assistance for housing.

b) The parties to this contract agree to comply with FEMA's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

e) applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

f) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

g) Noncompliance with FEMA's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future FEMA assisted contracts.

h) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The

Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.

(Applicable to contracts in excess of \$100,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.



REQUEST FOR CITY COUNCIL AGENDA ITEM

| |
|--|
| Agenda Date Requested: <u>October 12, 2020</u> |
| Requested By: <u>Steve Deardorff, Chief</u> |
| Department: <u>Police</u> |
| <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance |

| Appropriation | |
|-------------------|---|
| Source of Funds: | <u>023 - Technology Fund</u> |
| Account Number: | <u>023-9903-580-8023</u> |
| Amount Budgeted: | <u>\$435,000</u> |
| Amount Requested: | <u>\$413,336.43</u> |
| Budgeted Item: | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Exhibits: Proposal & Quote from Motorola for Radio System Upgrade and Agenda Request previously discussed during Council Budget Retreat

SUMMARY & RECOMMENDATION

The La Porte Police Department current radio communications system (dispatch consoles) will reach end-of-life at the end of calendar year 2021. Due to Motorola no longer providing support or repairs to our current system, we need to upgrade the consoles before their end-of-life to provide for continuity of services.

Earlier this year, City Council approved this item during the last City Council pre-budget retreat. Staff have set aside replacement funds and budgeted for funds to cover the upgrade to the current consoles to the MCC7500 program. In the attachment, staff have provided you the scope of work from Motorola related to this project. The scope of work has been reviewed and approved by the City's IT Manager and the La Porte Fire Department.

The proposed system will make it easier for staff to patch responder's radio channels together for quicker police, fire, EMS and other mutual aid communications during a catastrophic event, allowing police officers to talk directly with EMS and Fire over their mobile and handheld radios, which is a challenge with our current system. The new system will be hardwired from dispatch to the radio room, which allows for more reliable connectivity than the current wireless system. Staff have received positive feedback and recommendations from other agencies which have already upgraded their systems with this configuration.

The total cost of the project, is \$413,336.43 through Motorola under HGAC Contract # RA05-18. Motorola has advised that this system will be supported by them for at least the next ten (10) years. This project will take 30 days to complete, once the vendor

begins the installation; however, the transition to the new system will be seamless due to the vendor allowing for dual usage until the new system is turned on. Therefore, there will be no downtime during this transition.

Staff recommends proceeding with the purchase of replacement dispatch consoles, through Motorola as per the proposal.

ACTION REQUIRED BY CITY COUNCIL

Approve proceeding with purchase of dispatch consoles through Motorola as per proposal under HGAC Contract # RA05-18.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

MCC7500E DISPATCH CONSOLE

The proposal is in accordance with Motorola Solutions, Inc. and HGAC Contract RA#05-18.



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. SYMBOL is a trademark owned by Symbol Technologies, Inc., which is a wholly owned subsidiary of Motorola Solutions, Inc. All other trademarks are the property of their respective owners. © 2013 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 1

| | |
|--|-----|
| System Description..... | 1-1 |
| 1.1 System Overview | 1-1 |
| 1.2 System Design | 1-1 |
| 1.3 MCC 7500E Dispatch Console | 1-2 |
| 1.3.1 MCC 7500E OVERVIEW | 1-2 |
| 1.3.2 ELITE DISPATCH GRAPHICAL USER INTERFACE | 1-2 |
| 1.3.3 PERIPHERAL CONFIGURATION TOOL | 1-3 |
| 1.3.4 ENHANCED INSTANT RECALL RECORDER (IRR) | 1-3 |
| 1.3.5 DISPATCH COMPUTER | 1-3 |
| 1.3.6 USB AUDIO INTERFACE MODULE (AIM) | 1-4 |
| 1.3.7 AUXILIARY INPUTS AND OUTPUTS (NOT INCLUDED)..... | 1-5 |
| 1.4 GGM 8000 Gateway with a Conventional Channel Gateway Interface (CCGW)..... | 1-6 |
| 1.5 GCM 8000 Conventional Site Controller | 1-6 |
| 1.6 Ethernet Link Requirements | 1-6 |
| 1.7 Dispatch Site Rack Diagram..... | 1-6 |
| 1.8 Cutover | 1-7 |
| 1.9 Power Requirements..... | 1-8 |
| 1.10 Design Assumptions..... | 1-8 |

Section 2

| | |
|---------------------|------|
| Equipment List..... | 2-10 |
|---------------------|------|

Section 3

| | |
|--|-------------------------------------|
| Statement of Work | 3-13 |
| 3.1 Motorola Responsibilities..... | Error! Bookmark not defined. |
| 3.2 City of LaPorte Responsibilities | Error! Bookmark not defined. |

Section 4

| | |
|---------------------------|------|
| Acceptance Test Plan..... | 4-14 |
|---------------------------|------|

Section 5

| | |
|------------------------|-----|
| Service/Warranty | 5-1 |
|------------------------|-----|

Section 6

| | |
|--|------|
| Training Plan | 6-18 |
| 6.1 Proposed Training Overview for LaPorte..... | 6-18 |
| 6.1.1 Console Operator and Supervisor Training Plan..... | 6-19 |
| 6.1.2 Course Descriptions for LaPorte..... | 6-20 |

Section 7

| | |
|-----------------------|------|
| Pricing Summary | 7-21 |
|-----------------------|------|





SYSTEM DESCRIPTION

1.1 SYSTEM OVERVIEW

Motorola Solutions is pleased to provide the City of La Porte a replacement for a mission critical wireline dispatch solution. The proposal is for four MCC 7500E dispatch consoles that will replace the City's existing MCC 5500 console. Existing eight control stations and antenna assembly will be utilized for back up. The control stations will interface to the proposed CCGW gateway. The control stations will provide wireless conventional communication to users not tied to the system and the capability for fallback trunking communication.

The dispatch center will connect to the City of Houston's Master Site via customer provided Ethernet connection. In the unlikely event the dispatch center loses connectivity to the core, the operator positions will not have a direct wireline communication with the radio system but will still have access to the radio system via the RF interface, the existing control station radios.

Existing Eventide analog logging recorder will be used to record 2W audio from the existing control stations.

1.2 SYSTEM DESIGN

Figure below depicts a high-level block diagram of the proposed MCC 7500 dispatch center solution for the City of La Porte.

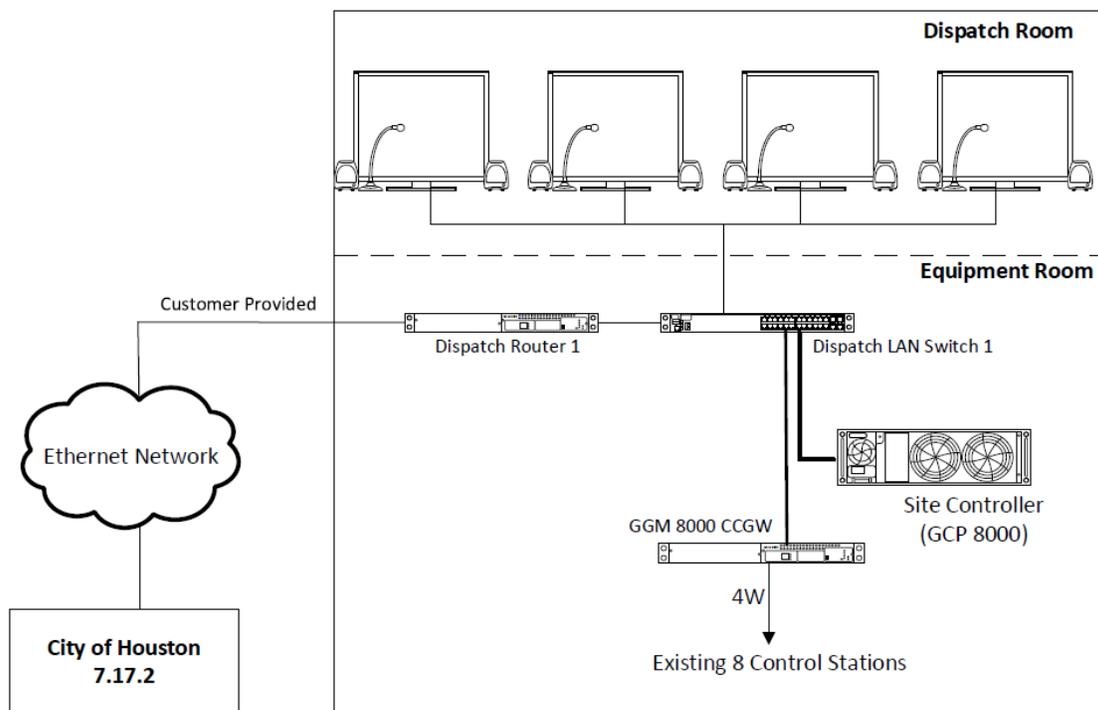


Figure: City of La Porte Dispatch Center Diagram

1.3 MCC 7500E DISPATCH CONSOLE

The offering is composed of four IP based MCC 7500E consoles and the network equipment to provide a wireline connectivity to the core.

1.3.1 MCC 7500E OVERVIEW

The Motorola MCC 7500E Dispatch Console is a Wireline console for use on Motorola's ASTRO 25 systems. It offers scalable capacity and flexible deployment options and is a software-based dispatch console that requires no external hardware connections (no VPM) to perform dispatch operations. Audio Vocoding is performed within the Windows operating system.

With scalable resource capacity choices and a variety of options including End-to-end Encryption, External Phone Interface, and an Enhanced IRR, customers are able to set features and capacity at the optimal price point to meet their needs.

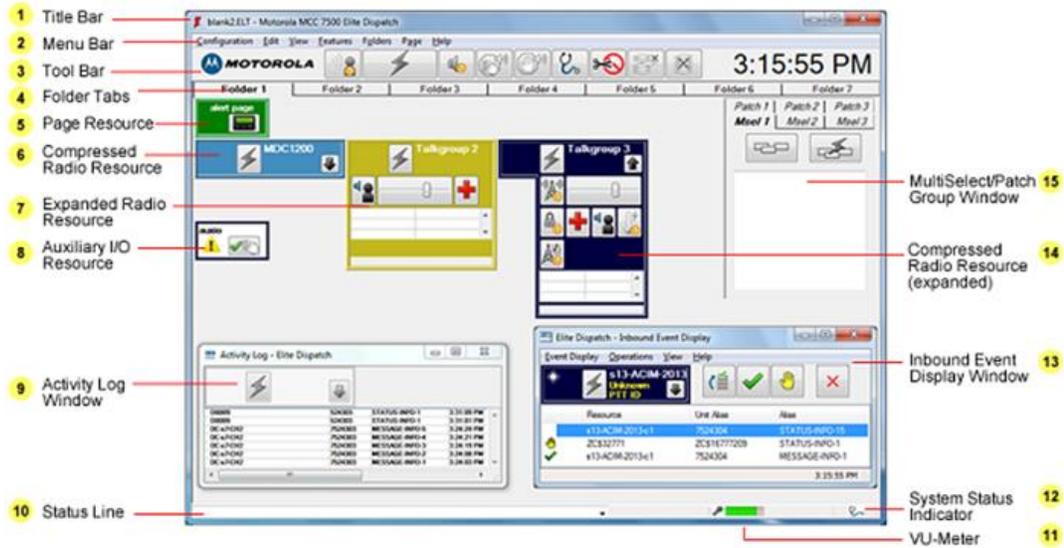
The MCC 7500E Dispatch Console offers the flexibility to be deployed at a console site within the ASTRO 25 radio network or outside of the ASTRO 25 network. The MCC 7500E Dispatch Console includes the features expected in a high tier Console including Emergency and Console Priority and offers a choice of Motorola or COTS accessories.

The MCC 7500E Dispatch Console supports:

- ASTRO 25 Trunking (Phase 1 & Phase 2)
- ASTRO 25 Digital Conventional (P25)
- Analog & MDC 1200 Analog Conventional
- Mixed Mode Analog / Digital Conventional
- Telephony

1.3.2 ELITE DISPATCH GRAPHICAL USER INTERFACE

The Motorola MCC 7500E Dispatch Console uses the Elite Dispatch graphical user interface (GUI) which is the same GUI used by the MCC 7500 Dispatch Console for displaying information to and accepting commands from the dispatch console user. The Elite Dispatch GUI is efficient, easy to use and intuitive, and has been refined and improved with user controlled color and size of resources. Figure below shows an example of MCC 7500E Elite Dispatch GUI.



1.3.3 PERIPHERAL CONFIGURATION TOOL

The MCC 7500E Dispatch Console software installation automatically configures the computers’ output and input sources for voice and audio. The Desktop Mic is set to be the Default input and Speakers 1 and 2 are set to be the default output. These input and output devices can be modified from their default setting using the MCC 7500E Peripheral Configuration Tool (PCT). The PCT comes with the MCC 7500E Dispatch Console software and is automatically installed. When launched, the Peripheral Configuration Tool reads all audio devices that are currently connected.

The Peripheral Configuration Tool supports:

- Dynamic remapping of peripherals
- Dynamic disconnection and connection of peripherals

1.3.4 ENHANCED INSTANT RECALL RECORDER (IRR)

The MCC 7500E Enhanced Instant Recall Recorder (IRR, aka, EIRR) is a Motorola developed instant recall recorder solution integrated with the MCC 7500E Dispatch Console software application. This application provides the dispatch operator with the ability to instantly replay various types of recently received audio at the MCC 7500E Dispatch Console. Audio and call data from any radio or telephony resource can be recorded and easily played back. Functionality provided includes filtering, sorting, speed control, AGC, noise reduction, waveform display and a highly configurable screen display.

The Enhanced IRR provides additional functionality over the Integrated IRR that was developed for the MCC 7100 Dispatch Application. These differences include four additional recording sources (speaker, telephony, and recording from up to two analog ports on the PC). The “speaker” option, for instance, will allow the IRR to record audio from an unselect, or other, speaker in addition to what is being recorded from the “main source”.

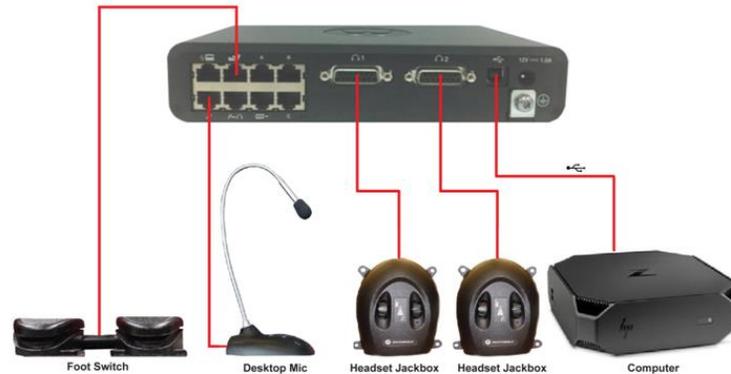
1.3.5 DISPATCH COMPUTER

The MCC 7500E Dispatch Console use an off-the-shelf personal computer running the Microsoft Windows operating system. The certified workstation is a small-form-factor (SFF) desktop workstation and comes with the Windows operating system, a USB keyboard, a USB mouse, four Type A USB ports, two Type C USB



ports, four DisplayPort ports, one analog headset 3.5 mm jack and a single Ethernet port. Each PC ships with an external “brick” power supply and a North American AC line cord.

1.3.6 USB AUDIO INTERFACE MODULE (AIM)



The USB Audio Interface Module (AIM) is an external device that is connected to the MCC 7500E Dispatch Console. It functions as an interface between analog devices and the console position and as a general-purpose input/output module. The dispatch console is capable of supporting a single AIM.

The USB Audio Interface Module supports audio routing between the dispatch operator and the MSI purpose-built analog peripherals. The USB AIM connects to the MCC 7500E Dispatch Console with a USB cable.

Headset Jackbox

The headset jack box is specifically designed for use with various Motorola consoles and allows a dispatch console user to use a headset while operating the dispatch console. When used with the MCC 7500E console, it requires an AIM module also be used.

The USB Audio Interface Module can support up to two headset jackboxes allowing simultaneous use of two separate headsets. The headset jackbox supports headsets that use either 6-wire or 4-wire frame connectors. The 6-wire headsets have a PTT button while the 4-wire headsets do not have a PTT button.

Footswitch

The footswitch is specifically designed for use with various Motorola consoles. When used with the MCC 7500E console, it requires an AIM module also be used. It provides two foot pedals, one for transmit and the other for monitor. Each MCC 7500E Dispatch Console can support one footswitch.

The footswitch provides two foot pedals in a rugged, metal housing with a 10 foot cable. One pedal is for the general transmit feature and the other pedal is for the monitor feature. The footswitch makes it possible for a dispatch operator to operate these features with their feet so their hands are free for other tasks.

Gooseneck Microphone

The desktop gooseneck microphone is specifically designed for use with various Motorola consoles. When used with the MCC 7500E console, it requires an AIM module also be used. It has an 18 inch flexible shaft, a transmit button, a monitor button and a 10 foot cable to connect it to the AIM. The 18-inch long, flexible shaft makes it possible for the dispatcher to position the microphone head within a few inches of their mouth even when the base is placed behind a keyboard or writing area.

If a desk microphone is connected to a dispatch console while no headsets are connected, the desk microphone is active whenever any transmit function is active. If a desk microphone is connected to a

dispatch console while one or two headsets are connected, the desk microphone is only active during a transmit function when the dispatcher presses the transmit button on it. This solution prevents the desk microphone from picking up unwanted background sound when the dispatcher uses a headset to transmit.

Each MCC 7500E Dispatch Console can support 1 desktop microphone.

Desktop Speakers

Two audio speakers have been included with each console position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls and can be placed on a desktop, or mounted on a rack or computer display.

The MCC 7500E can support a maximum of 8 individual speakers per dispatch position.

1.3.7 AUXILIARY INPUTS AND OUTPUTS (NOT INCLUDED)

An Auxiliary Input/Output server enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Multiple dispatch consoles anywhere in the network may monitor and control the same relay output and/or external inputs. Changes are indicated across all dispatch consoles simultaneously. Customizable graphic icons are also used to provide a visual indication of both the function and state of external inputs.

The contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed, at any console site or RF site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network. Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatch console user.

Supported Aux I/O Configurations

The following Aux I/O configurations are supported.

| Aux I/O Configuration | Description |
|----------------------------|---|
| Momentary Input | This is an input where the user interface always shows the true state of the input. |
| Latched Input | This is an input where the user interface does not necessarily show the true state of the input. When the input goes active, the user interface shows the state as active. The display will continue to show the state as active even if the input changes to the inactive state. A dispatch console user must manually reset the display to return it to the inactive state. |
| Momentary Output | This output relay is activated when the dispatch console user presses the button on the user interface and deactivated when the dispatch console user releases the button. |
| Latched Output | This output relay changes state only when the dispatch console user presses the button. |
| Interlocked Latched Output | This latched output relay is part of a group of latched output relays. Only one of the relays in the group may be active at a time. Interlocked relays work in a "break before make" fashion; that is, the previously active relay is deactivated before the new relay is activated. |

1.4 GGM 8000 GATEWAY WITH A CONVENTIONAL CHANNEL GATEWAY INTERFACE (CCGW)



The GGM 8000 interfaces analog and ASTRO 25 conventional channels to your ASTRO 25 radio system. The proposed GGM 8000 contains eight analog ports, eight V 24 ports, and an Ethernet port, supporting up to 16 conventional channels. It will also support up to 16 IP based channels, bringing the total number of supported channels to 32. The GGM 8000 can simultaneously support a combination of analog, MDC 1200, ACIM Link, digital and mixed mode channels. The proposal includes Qty 1 Enhanced HD CCGW.

Integration of control stations (and conventional base stations) into the ASTRO 25 network is accomplished in MCC 7500 architecture with Conventional Channel Gateways (CCGWs). Control stations are connected to the CCGW with four-wire tone or ACIM connections. The CCGW performs the analog to digital audio conversion.

1.5 GCM 8000 CONVENTIONAL SITE CONTROLLER

A Conventional Site Controller (CSC) is added to the architecture to allow dispatch console users to continue wireless communication via the control stations in the event that the connectivity to the zone controller is lost or to provide interop communication to entities that are not connected to GATRRS. Only one conventional site controller is required per console site. This single conventional site controller is capable of supporting the full set of dispatch consoles.

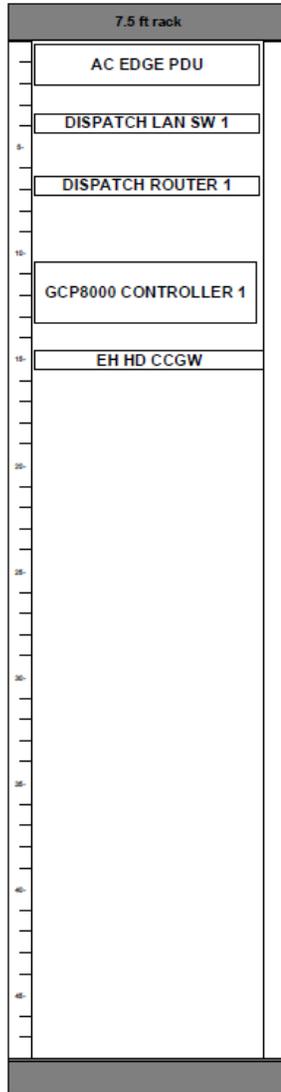
1.6 ETHERNET LINK REQUIREMENTS

The MCC 7500 console site will connect to City of Houston's Master Site via customer provide Ethernet connection. City of La Porte shall be responsible to provide the link which meets the specifications in this section to meet optimal performance.

- Bandwidth (Mbps): 2 Mbps.
 - Jitter < 0.1%
 - Latency < 8 ms (one way delay budget)
- Packet loss < 0.01%

1.7 DISPATCH SITE RACK DIAGRAM

Figure below is rack diagram of the proposed dispatch solution for City of La Porte:



**Dispatch
Rack**

Figure: Dispatch Center Solution Rack Diagram

1.8 CUTOVER

This section provides a high level plan of the cutover:

- Motorola shall install and configure the 1 rack of equipment.
- Motorola shall decommission existing console and install 4 MCC7500E consoles.
- Motorola to interface the existing eight control stations to the proposed CCGW.

(Motorola assumes the Ethernet link is available and functional prior to installation).

A detailed cutover process will be discussed with City of La Porte during the DDR process. It shall outline the requirements and steps that will be taken during the cutover process to ensure minimal interruption of service.

1.9 POWER REQUIREMENTS

City of La Porte will provide power, backup power (UPS and/or Generator), HVAC at the dispatch location. Any electrical upgrades to support the proposed equipment will be provided by the customer. Additionally, any upgrades to the existing UPS and/or generator will be customer’s responsibility.

The customer will provide two 60A electrical feeds to the proposed AC Edge power distribution unit at the dispatch location. The customer will provide necessary Type 1 and Type 2 surge protection devices at the dispatch location.

The Electrical and Heating, Ventilation, and Air Conditioning (HVAC) load requirements for the proposed radio system are listed below.

| System Components | Qty | Total WATTS | Total BTU | Total Amps |
|-------------------------|-----|-------------|-------------|------------|
| Dispatch | | | | |
| Site Controller | 1 | 125 | 428 | 1.1 |
| Site Gateway | 1 | 114 | 390 | 1.0 |
| LAN Switch | 1 | 182 | 622 | 1.6 |
| CCGW | 1 | 184 | 612 | 1.5 |
| Z2 Workstation | 4 | 800 | 2160 | 7.6 |
| 22 inch Monitors, Touch | 4 | 624 | 4046 | 5.2 |
| TOTAL: | | 2029 | 8258 | 18 |

1.10 DESIGN ASSUMPTIONS

Motorola has based the system design on information gathered from meeting with the City. All assumptions have been listed below for review. Should Motorola’s assumptions be deemed incorrect or not agreeable to the City, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- Motorola has based the design on the ASTRO 7.17.2 release. City of Houston’s Master Site must be at R7.17.2 when implementing the proposed solution.
- Motorola assumes the core can accommodate the new site. The core router was not included as part of the quote. If a new core router is required, a change order may be required.
- Motorola will not run any RF analysis for the existing radios as part of this proposal.
- Customer will be responsible to provide Ethernet connectivity to City of Houston’s Master Site.
- No logging recorder or an interfacing equipment is included as part of the proposal. Existing Eventide analog logging recorder will be used to record the analog 2W audio from the existing control stations. Any expansion or upgrades required on the logging recorder will be Customer’s responsibility.
- No Subscribers or subscriber programming is included in the proposal.
- Motorola assumes that the customer provided link shall be copper demark. In the event a fiber link is provided, a change order for additional hardware will be required.
- No KVL is included as part of the proposal. Customer provided KVL will be used to load the proposed encryption.
- Customer will provide space for the installation of the MCC 7500E console positions and backroom equipment as outlined in this proposal
- All existing sites or equipment locations will have sufficient space available for the system described.



- All existing sites or equipment locations will have adequate electrical power and site grounding (per R56) to support the requirements of the system described. Any R-56 upgrades are customer's responsibility.
- Customer will be responsible to provide all necessary backup power/generators/UPS' to meet the power requirements specified in this proposal. The addition of electrical circuits at the various sites to support the proposed system is the responsibility of the customer.
- Any site/location upgrades or modifications are the responsibility of the Customer. Structural upgrades and/or modifications to any existing building or towers are not included. Customer is responsible for all civil work required for this project.
- Any tower stress analysis or tower upgrade requirements are the responsibility of the customer
- The customer is responsible for providing a 20A Quad Outlet within 6ft of the dispatch console position equipment.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola receiver(s). Should the customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

SECTION 2



EQUIPMENT LIST

| SUB SYS | BLOCK | QTY | NOMENCLATURE | DESCRIPTION |
|-----------|----------------|-----|----------------|--|
| | | | | Master Site Licenses |
| MASTER | LICENSE | 1 | SQM01SUM0273 | MASTER SITE CONFIGURATION |
| MASTER | LICENSE | 1 | CA02629AC | ADD: EXPAND 7.17 M CORE |
| MASTER | LICENSE | 1 | UA00156AA | ADD: MCC7500 CONSOLE LICENSES (QTY 5) |
| | | | | 4 Positions MCC 7500E Dispatch Console |
| MCC 7500E | OP_POS | 1 | B1948 | MCC 7500E DISPATCH POSITION LICENSES |
| MCC 7500E | OP_POS_LI C | 4 | UA00653AA | ADD: BASIC CONSOLE OPERATION |
| MCC 7500E | OP_POSIT | 4 | UA00654AA | ADD: ASTRO 25 TRUNKING OPERATION |
| MCC 7500E | OP_POSIT | 4 | UA00655AA | ADD: ADVANCED CONVENTIONAL OPERATION |
| MCC 7500E | OP_POSIT | 4 | UA00658AA | ADD: SECURE OPERATION |
| MCC 7500E | OP_POSIT | 4 | UA00659AA | ADD: ADP/AES/DES-OFB ENCRYPTION |
| MCC 7500E | OP_POSIT | 4 | UA00660AA | ADD: OTEK OPERATION |
| MCC 7500E | OP_POSIT | 4 | UA00652AA | ADD: 160 RADIO RESOURCES LICENSE |
| MCC 7500E | OP_POSIT | 4 | UA00661AA | ADD: ENHANCED IRR |
| MCC 7500E | OP_POSIT | 4 | DSLOGITECHZ130 | LOGITECH Z130 SPEAKERS |
| MCC 7500E | OP_POSIT | 1 | B1949 | MCC 7500E SOFTWARE DVD |
| MCC 7500E | OP_POSIT | 4 | DSEV221B | TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH |
| MCC 7500E | OP_POSIT | 4 | DSY7B61AA | HP Z2 MINI ARM WALL VESA MOUNT |
| MCC 7500E | OP_POSIT | 4 | TT3492 | Z2 G4 MINI WORKSTATION NON RETURNAB |
| MCC 7500E | OP_POSIT | 4 | T7449 | WINDOWS SUPPLEMENTAL TRANS CONFIG |
| MCC 7500E | OP_POSIT | 4 | DSF2B56AA | USB EXTERNAL DVD DRIVE |
| MCC 7500E | OP_POSIT | 8 | B1952 | SPEAKER, DESKTOP, USB |
| MCC 7500E | OP_POSIT | 8 | CA03405AA | ADD: POWER SUPPLY WITH DC CORD |
| MCC 7500E | OP_POSIT | 8 | CA03406AA | ADD: AC LINE CORD, NORTH AMERICA |
| MCC 7500E | OP_POSIT | 8 | CA03413AA | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M |
| MCC 7500E | OP_POSIT | 4 | DSCDN6171B | TRACKBALL (ONLY PS/2 & USB COMPATIBLE) |
| MCC 7500E | OP_POSIT | 4 | B1941 | USB AUDIO INTERFACE MODULE |
| MCC 7500E | OP_POSIT | 4 | B1951 | MICROPHONE, DESKTOP, USB |
| MCC 7500E | OP_POSIT | 4 | CA03413AA | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M |
| MCC 7500E | OP_POSIT | 8 | B1913 | MCC SERIES HEADSET JACK |
| MCC 7500E | OP_POSIT | 8 | RLN6098 | HDST MODULE BASE W/PTT, 15 FT CBL |
| MCC 7500E | OP_POSIT | 8 | DDN2825 | USB HEADSET BASE WITH PTT |
| MCC 7500E | OP_POSIT | 4 | DSTWIN6328A | PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP |
| MCC 7500E | OP_POSIT | 4 | T7885 | MCAFFEE WINDOWS AV CLIENT |
| MCC 7500E | OP_POSIT | 4 | DSUSB31000S | STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER |



| | | | | |
|-----------|----------|----|--------------|--|
| MCC 7500E | OP_POSIT | 4 | DSST7300U3M | STARTECH 7 PORT USB 3.0 HUB |
| MCC 7500E | OP_POSIT | 4 | DSRMP615A | SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS |
| | | | | Network |
| MCC 7500E | SWITCH | 1 | CLN1868 | 2930F 24-PORT SWITCH |
| MCC 7500E | SWITCH | 1 | CLN1866 | FRU: 1M DAC CABLE |
| MCC 7500E | ROUTER | 1 | SQM01SUM0205 | GGM 8000 GATEWAY |
| MCC 7500E | ROUTER | 1 | CA01616AA | ADD: AC POWER |
| | | | | Site Controller |
| MCC 7500E | GCP8000 | 1 | T7038 | GCP 8000 SITE CONTROLLER |
| MCC 7500E | GCP8000 | 1 | CA00717AA | ADD: ASTRO SYSTEM RELEASE 7.17 |
| MCC 7500E | GCP8000 | 1 | CA00303AA | ADD: QTY (1) SITE CONTROLLER |
| MCC 7500E | GCP8000 | 1 | CA01136AA | MCC 7500 CONVEN SITE OPER |
| MCC 7500E | GCP8000 | 1 | X153AW | ADD: RACK MOUNT HARDWARE |
| | | | | CCGW |
| MCC 7500E | CCGW | 1 | SQM01SUM0205 | GGM 8000 GATEWAY |
| MCC 7500E | CCGW | 1 | CA01616AA | ADD: AC POWER |
| MCC 7500E | CCGW | 1 | CA02086AA | ADD: HIGH DENSITY ENH CONV GATEWAY |
| | | | | Rack & PDU |
| MCC 7500E | RACK | 1 | TRN7343 | SEVEN AND A HALF FOOT RACK |
| MCC 7500E | PDU | 1 | DS11011188 | PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT |
| MCC 7500E | PDU | 12 | DS3750297 | BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188) |
| MCC 7500E | SPD | 1 | DS1101990 | SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT |
| MCC 7500E | GROUND | 1 | DSTSJADP | RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS |
| MCC 7500E | GROUND | 4 | 0784469Y02 | BRKT, CBL SUPPORT |
| MCC 7500E | GROUND | 1 | 3182602Y06 | GROUNDING BUS BAR |
| | | | | Spares |
| SPARES | | 1 | SQM01SUM0205 | GGM 8000 GATEWAY |
| SPARES | | 1 | CA01616AA | ADD: AC POWER |
| SPARES | | 1 | B1941 | USB AUDIO INTERFACE MODULE |
| SPARES | | 1 | B1952 | SPEAKER, DESKTOP, USB |
| SPARES | | 1 | CA03406AA | ADD: AC LINE CORD, NORTH AMERICA |
| SPARES | | 2 | CA03413AA | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M |
| SPARES | | 1 | B1951 | MICROPHONE, DESKTOP, USB |
| SPARES | | 1 | B1913 | MCC SERIES HEADSET JACK |
| SPARES | | 1 | CLN1868 | 2930F 24-PORT SWITCH |
| SPARES | | 1 | CLN1866 | FRU: 1M DAC CABLE |
| SPARES | | 1 | TT3492 | Z2 G4 MINI WORKSTATION NON RETURNAB |
| SPARES | | 1 | DSF2B56AA | USB EXTERNAL DVD DRIVE |

SECTION 3

City of La Porte
IP Base Console Upgrade

May 2020September 26, 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.



STATEMENT OF WORK

3.1 MOTOROLA RESPONSIBILITIES

- Assign a project manager
- Coordinate and schedule a Kickoff Meeting with the Customer
- Run the Kickoff Meeting and record and distribute meeting minutes.
 - Anticipated personnel from Motorola include the Motorola Project Manager (PM) and System Engineer.
- Attend any required site walks.
 - Anticipated personnel from Motorola include a System Engineer
- Setup and run a ‘Customer Design Review’ meeting in order to go over the design.
- Motorola will oversee the following installation work by the Motorola shop.
 - Decommission existing MCC 5500 consoles and related backroom equipment
 - Install 4 positions MCC 7500E that consists of the following equipment at each position:
 - (1) Z2 Mini Workstation
 - (1) USB Audio Interface Module
 - (1) 22 inch touch Monitor
 - (1) Dispatch Speaker Set
 - (1) Footswitch
 - (1) Tracker ball
 - (1) Gooseneck microphone
 - (2) Headset jacks
 - (2) Headset bases and tops
 - (1) Enhanced IRR
 - (1) USB External DVD Drive
 - (1) 7.5’ Rack that will hold Site Controller, switch, router and CCGW
 - (1) AC Edge rack mount PDU
- Motorola shop will receive, inventory, and provide storage of equipment.
- Motorola will generate the Acceptance Test Plan and perform the testing.
- Motorola will connect all the equipment.
- Motorola will program and configure all the equipment.
- Motorola will confirm everything is according to R56 standard.



3.2 CITY OF LAPORTE RESPONSIBILITIES:

City of LaPorte will assume responsibility for installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. City of LaPorte's general responsibilities include the following:

- Assign a project manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the customer is responsible.
- The Customer's key project team participants attend the meeting
- Review Motorola and Customer responsibilities
- Ensure communication sites meet space, grounding, power, and connectivity requirements for the installation of all equipment
- Obtain all licensing, site access, or permitting required for project implementation
- Obtain frequencies for project as required
- Coordinate the activities of all City of LaPorte's vendors or other contractors.
- Customer is responsible for all lease agreements for the land access and tower use.
- Any site/location upgrades or modifications are the responsibility of the customer.
- No coverage guarantee is included with this offering.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer.



ACCEPTANCE TEST PLAN

Testing of the proposed equipment is included. This includes the following:

- Verify the operational functionality and features of the individual subsystems by Motorola, as contracted.
 - Motorola shall test the key console features such as (i.e. but not limited to):
 - ◆ TG calls / patches / MSEL
 - ◆ Emergency

A detailed Acceptance Test Plan will be developed upon purchase and will be reviewed during the implementation phase.



SERVICE/WARRANTY

5.1 TECHNICAL SUPPORT

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. Technical Support availability for Medium and Low Priority Incidents is outlined in the [Priority Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Priority Level Response Goals Level Definitions](#) stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution. Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

5.2 NETWORK EVENT MONITORING

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the SSC detects an event, then, based on the Incident priority, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via

engagement of Technical Support resources, or initiating dispatch of a Field Servicer (“Servicer”) for onsite remediation if required.

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

5.3 CUSTOMER TECHNICIAN DISPATCH

The Call Center Operation (CCO) at Motorola's SSC will provide a central point of contact for technical customer service requests continuously. The CCO is staffed with customer support representatives who will coordinate the appropriate service response and resources to Customer. Service requests are tracked and monitored by Motorola from creation to close of a Incident through an electronic Incident process.

This service must be purchased in conjunction with Network Monitoring Service.

5.4 SYSTEM UPGRADE AGREEMENT (SUAII)

In order to keep City of LaPorte’s LMR system current, Motorola offers the System Upgrade Agreement II (SUA II). This is a complete package of hardware, software, and professional services required to update City of LaPorte’s ASTRO 25 system up to once in a two-year period to a level consistent with the latest system release shipping from the factory.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. The SUA II provides a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola.

Included features

| Features Descriptions | SUA II |
|---|--------|
| Incremental Software Enhancements (Bug Fixes) | ✓ |
| Software Release Updates | ✓ |
| Hardware Refresh | ✓ |
| Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components | ✓ |
| Professional implementation services to upgrade your live system | ✓ |



As system releases become available, Motorola will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

Hardware updates include version updates and/or replacements for Motorola's field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

- System releases include commercial OS and application software updates as well as Motorola certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola's personnel at City of Laredo site to execute upgrade.

5.5 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola's goal is to provide the City of LaPorte with the qualified resources, to maintain and improve system operation and availability, and to deliver world-class service support.



TRAINING PLAN

6.1 PROPOSED TRAINING OVERVIEW FOR CITY OF LAPORTE

In order to achieve the training goals identified by City of LaPorte, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically via USB drives.

6.1.1 Console Operator and Supervisor Training Plan

| | | | | | | |
|---|----------------------|------------------------|--------|----|------------------|--|
| | | | | | | |
| MCC7500 Console Operator and Admin Utilizing the Interactive End User Tool Kit 4 training consoles (Instructor-led) | Dispatch Supervisors | 1 (8-hour session) | 1 day | US | Prior to cutover | 4 |
| MCC7500 Console Operator 4 training consoles (Instructor-led) | Dispatch Operators | 4 (4-hour sessions) | 2 days | US | Prior to cutover | 20 (12 for one agency and 8 for another agency) |

6.1.2 Course Descriptions for City of LaPorte

Course descriptions for City of LaPorte are included on the following pages.

6.1.2.1 MCC7500 Console Supervisor

| | |
|--|---|
| Course Synopsis and Objectives: | This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. |
|--|---|



| | |
|-------------------------|--|
| | <p>After completing this training course, you will be able to:</p> <ul style="list-style-type: none"> ▪ Understand the menu items and tool bar icons. ▪ Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars. ▪ Add/delete folders. |
| Delivery Method: | ILT - Instructor-led training |
| Duration: | 4 hours Operator, plus 4 hours Admin |
| Participants: | Dispatch Supervisors and System Administrators |
| Class Size: | Based on number of Training Consoles available (2 students per Console) |
| Prerequisite: | None |
| Curriculum: | <ul style="list-style-type: none"> ▪ Introduction. ▪ Configurations. ▪ Folders and Resource Setup. ▪ Customizing Folders. ▪ Auto Starting the MCC 7500 Dispatch Console. ▪ Editing Preferences. ▪ Configuring the Toolbar. ▪ Setting Up Aux IOs. ▪ Resource Groups. |



6.1.2.2 MCC7500 Console Operator

| | |
|--|--|
| Course Synopsis and Objectives: | <p>This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.</p> <p>After completing this training course, you will be able to:</p> <ul style="list-style-type: none"> ▪ Perform basic operational tasks of the dispatch console. ▪ Utilize the provided job aids to perform specific tasks associated with the console. ▪ Understand a high level view of the system configuration. ▪ Understand a high-level overview of the customer system configuration. ▪ Understand general console operation. ▪ Understand proper operating procedures for specific customer features. |
| Delivery Method: | ILT - Instructor-led training |
| Duration: | 4 hours |
| Participants: | Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel |
| Class Size: | Based on number of Training Consoles available (2 students per Console) |
| Prerequisite: | None |
| Curriculum: | <ul style="list-style-type: none"> ▪ Overview. ▪ Communicating with Radios. ▪ Advanced Signaling Features. ▪ Resource Groups. ▪ Working with Configurations. ▪ Working with Aux IOs. ▪ Troubleshooting. |



SECTION 7

PRICING SUMMARY







REQUEST FOR CITY COUNCIL AGENDA ITEM

| |
|--|
| Agenda Date Requested: <u>May 9, 2020</u> |
| Requested By: <u>Steve Deardorff, Chief</u> |
| Department: <u>Police</u> |
| <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance |

| Appropriation | |
|-------------------|---|
| Source of Funds: | <u>Technology Fund</u> |
| Account Number: | <u>N/A</u> |
| Amount Budgeted: | <u>\$435,000</u> |
| Amount Requested: | <u>\$435,000</u> |
| Budgeted Item: | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Exhibits:

SUMMARY

The City of La Porte Police Department - Communications division is the hub of our City's emergency services. All communication with our emergency first responders comes through this division. The Communication division is fortunate to have been provided with state of the art equipment that gives our telecommunication professionals the ability to work seamlessly and efficiently. Our current dispatch radio consoles are manufactured by Motorola using MCC5500 programming. This system was installed at the LPPD in March of 2014, making it six years old now, but the technology had been available since 2007, making it 14 years old and at its end-of-life. The system has been easy to use and maintain over the last several years. Unfortunately, this program has come to its end-of-life and will no longer be supported by Motorola by the end of the 2021 calendar year.

Motorola has offered the City two options:

- Option 1: Motorola recommends LPPD update our current consoles to the MCC7500 program. Motorola vendors have assessed our agencies radio console hardware, programming and wiring in order to upgrade our system. Motorola was unable to provide a full quote for our system upgrade, but they recently upgraded a system similar to ours for a cost of \$415,000. This price includes the cost of installation of hardware, any maintenance, programming issues and any services calls for the first year. In addition to our current system reaching its end of life, there are benefits associated with this upgrade.
 - First of all, the new system will make is much easier for our communications professionals to patch responder's radio channels together for quicker communications between services during a catastrophic event. More specifically, police officers will be able to talk

directly with EMS and FIRE over their mobile and handheld radios. This has been a challenge with our current system.

- The new system is hardwired from dispatch to our radio room as opposed to wireless in our current system. This allows for a faster, more reliable connection between the consoles and the radio room.
- Also, Motorola has stated that this upgraded system will be supported for at least the next 10 years. Many other surrounding agencies have already upgraded to this system and have recommended this particular configuration.
- Option 2: An AVTECH radio system with the cost of \$350,000 for this upgrade. This price includes the cost of hardware installation, maintenance, programming issues and any services calls for the first year. This system is an upgrade from the MCC5500, but has some of the same limitations as our current system.
 - It is wireless as opposed to hardwired, which provides slower feeds and is open to other fail points and interference.
 - The system has limitations in patching different channels similar to our current system.
 - Motorola could not provide a life expectancy on this product.

Due to the unknown life expectancy of Option 2, staff recommends Option 1 and anticipate the cost of the project to be near \$435,000. Although, Motorola installed a similar project for \$415,000, we do not believe that price will hold. The amount of \$435,000 is an approximate 5% increase and we want to ensure that we have enough funds to cover the project. Currently, we have approximately \$180,000 funded in an equipment replacement fund for the dispatch radio consoles and \$741,000 funded in an equipment replacement fund for mobile and portable radios. We only have \$180,000 in the dispatch radio console fund because the original console project was \$171,522 and we were allocating \$30,000 per year in the replacement fund. Staff did not anticipate such an increase in price or the end-of-life coming just 7 years after installation. The mobile and portable radios will no longer be supported at the end of 2023, with an estimated cost of \$704,000, so the plan is to come back to City Council with that project for the FY2022-23 budget. This will allow staff to shift funds this budget, in the amount of \$255,000, from the mobile and portable radio fund to the dispatch console fund for this project. Staff can then increase payments to both replacement funds, radio console fund \$60,000 per year for the next ten years and mobile and portable radio fund \$127,000 each of the next two years, to make up any future shortages. Once we complete the mobile and portable radio project we will adjust the payment in that fund to match anticipated needs over the next ten years.

RECOMMENDED MOTION

**Provide staff direction on how to move forward with the City's Police Department
- Communication division dispatch radio consoles project.**

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

LaPorte MCC 7500 Console Pricing
 HGAC Contract# RA05-18
 5/29/2020

| LIM | O | APC | QTY | NOMENCLATURE | DESCRIPTION | UNIT HGAC | EXT HGAC |
|-----|---|-----|-----|----------------|---|-------------|-------------|
| 0 | | 0 | 0 | | Master Site Licenses | \$ - | \$ - |
| 1 | - | 877 | 1 | SQM01SUM0273 | MASTER SITE CONFIGURATION | \$ - | \$ - |
| 1 | a | 877 | 1 | CA02629AC | ADD: EXPAND 7.17 M CORE | \$ - | \$ - |
| 1 | b | 877 | 1 | UA00156AA | ADD: MCC7500 CONSOLE LICENSES (QTY 5) | \$4,075.00 | \$4,075.00 |
| 0 | | 0 | 0 | | 4 Positions MCC 7500E Dispatch Console | \$ - | \$ - |
| 2 | - | 244 | 1 | B1948 | MCC 7500E DISPATCH POSITION LICENSES | \$ - | \$ - |
| 2 | a | 244 | 4 | UA00653AA | ADD: BASIC CONSOLE OPERATION | \$4,800.00 | \$19,200.00 |
| 2 | b | 244 | 4 | UA00654AA | ADD: ASTRO 25 TRUNKING OPERATION | \$6,000.00 | \$24,000.00 |
| 2 | c | 244 | 4 | UA00655AA | ADD: ADVANCED CONVENTIONAL OPERATION | \$3,600.00 | \$14,400.00 |
| 2 | d | 244 | 4 | UA00658AA | ADD: SECURE OPERATION | \$3,900.00 | \$15,600.00 |
| 2 | e | 244 | 4 | UA00659AA | ADD: ADP/AES/DES-OFB ENCRYPTION | \$2,160.00 | \$8,640.00 |
| 2 | f | 244 | 4 | UA00660AA | ADD: OTEK OPERATION | \$4,020.00 | \$16,080.00 |
| 2 | g | 244 | 4 | UA00652AA | ADD: 160 RADIO RESOURCES LICENSE | \$18,820.00 | \$75,280.00 |
| 2 | h | 244 | 4 | UA00661AA | ADD: ENHANCED IRR | \$3,000.00 | \$12,000.00 |
| 3 | - | 708 | 4 | DSLOGITECHZ130 | LOGITECH Z130 SPEAKERS | \$30.71 | \$148.00 |
| 4 | - | 244 | 1 | B1949 | MCC 7500E SOFTWARE DVD | \$250.00 | \$250.00 |
| 5 | - | 708 | 4 | DSEV221B | TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH | \$2,851.05 | \$11,404.20 |
| 6 | - | 708 | 4 | DSY7B61AA | HP Z2 MINI ARM WALL VESA MOUNT | \$63.91 | \$255.64 |
| 7 | - | 708 | 4 | TT3492 | Z2 G4 MINI WORKSTATION NON RETURNAB | \$2,075.00 | \$8,300.00 |
| 8 | - | 877 | 4 | T7449 | WINDOWS SUPPLEMENTAL TRANS CONFIG | \$40.75 | \$163.00 |
| 9 | - | 708 | 4 | DSF2B56AA | USB EXTERNAL DVD DRIVE | \$142.76 | \$571.04 |

| | | | | | | | |
|----|---|-----|---|--------------|--|------------|------------|
| 10 | - | 244 | 8 | B1952 | SPEAKER, DESKTOP, USB | \$485.00 | \$3,880.00 |
| 10 | a | 754 | 8 | CA03405AA | ADD: POWER SUPPLY WITH DC CORD | \$75.00 | \$600.00 |
| 10 | b | 754 | 8 | CA03406AA | ADD: AC LINE CORD, NORTH AMERICA | \$13.00 | \$104.00 |
| 10 | c | 754 | 8 | CA03413AA | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M | \$29.00 | \$232.00 |
| 11 | - | 708 | 4 | DSCDN6171B | TRACKBALL (ONLY PS/2 & USB COMPATIBLE) | \$380.97 | \$1,523.88 |
| 12 | - | 443 | 4 | B1941 | USB AUDIO INTERFACE MODULE | \$1,520.00 | \$6,080.00 |
| 13 | - | 244 | 4 | B1951 | MICROPHONE, DESKTOP, USB | \$445.00 | \$1,780.00 |
| 13 | a | 754 | 4 | CA03413AA | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M | \$29.00 | \$116.00 |
| 14 | - | 443 | 8 | B1913 | MCC SERIES HEADSET JACK | \$160.00 | \$1,280.00 |
| 15 | - | 706 | 8 | RLN6098 | HDST MODULE BASE W/PTT, 15 FT CBL | \$168.00 | \$1,344.00 |
| 16 | - | 708 | 8 | DDN2825 | USB HEADSET BASE WITH PTT | \$248.17 | \$1,985.36 |
| 17 | - | 708 | 4 | DSTWIN6328A | PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP | \$240.70 | \$962.80 |
| 18 | - | 580 | 4 | T7885 | MCAFFEE WINDOWS AV CLIENT | \$165.00 | \$660.00 |
| 19 | - | 708 | 4 | DSUSB31000S | STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER | \$28.22 | \$112.88 |
| 20 | - | 708 | 4 | DSST7300U3M | STARTECH 7 PORT USB 3.0 HUB | \$77.19 | \$308.76 |
| 21 | - | 207 | 4 | DSRMP615A | SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS | \$214.14 | \$856.56 |
| 0 | | 0 | 0 | | Network | \$ - | \$ - |
| 22 | - | 147 | 1 | CLN1868 | 2930F 24-PORT SWITCH | \$2,125.00 | \$2,125.00 |
| 23 | - | 147 | 1 | CLN1866 | FRU: 1M DAC CABLE | \$166.00 | \$166.00 |
| 24 | - | 147 | 1 | SQM01SUM0205 | GGM 8000 GATEWAY | \$4,462.50 | \$4,462.50 |
| 24 | a | 147 | 1 | CA01616AA | ADD: AC POWER | \$ - | \$ - |
| 0 | | 0 | 0 | | Site Controller | \$ - | \$ - |
| 25 | - | 112 | 1 | T7038 | GCP 8000 SITE CONTROLLER | \$2,400.00 | \$2,400.00 |
| 25 | a | 595 | 1 | CA00717AA | ADD: ASTRO SYSTEM RELEASE 7.17 | \$ - | \$ - |
| 25 | b | 112 | 1 | CA00303AA | ADD: QTY (1) SITE CONTROLLER | \$2,000.00 | \$2,000.00 |
| 25 | c | 595 | 1 | CA01136AA | MCC 7500 CONVEN SITE OPER | \$5,330.00 | \$5,330.00 |

| | | | | | | | |
|----|---|-----|----|--------------|--|------------|------------|
| 25 | d | 112 | 1 | X153AW | ADD: RACK MOUNT HARDWARE | \$40.00 | \$40.00 |
| 0 | | 0 | 0 | | CCGW | \$ - | \$ - |
| 26 | - | 147 | 1 | SQM01SUM0205 | GGM 8000 GATEWAY | \$4,462.50 | \$4,462.50 |
| 26 | a | 147 | 1 | CA01616AA | ADD: AC POWER | \$ - | \$ - |
| 26 | b | 147 | 1 | CA02086AA | ADD: HIGH DENSITY ENH CONV GATEWAY | \$5,100.00 | \$5,100.00 |
| 0 | | 0 | 0 | | Rack & PDU | \$ - | \$ - |
| 27 | - | 509 | 1 | TRN7343 | SEVEN AND A HALF FOOT RACK | \$388.58 | \$388.58 |
| 28 | - | 207 | 1 | DS11011188 | PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT | \$2,315.70 | \$2,315.70 |
| 29 | - | 207 | 12 | DS3750297 | BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188) | \$51.46 | \$617.52 |
| 30 | - | 207 | 1 | DS1101990 | SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT | \$116.20 | \$116.20 |
| 31 | - | 207 | 1 | DSTSJADP | RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS | \$70.55 | \$70.55 |
| 32 | - | 280 | 4 | 0784469Y02 | BRKT, CBL SUPPORT | \$110.00 | \$440.00 |
| 33 | - | 547 | 1 | 3182602Y06 | GROUNDING BUS BAR | \$97.50 | \$97.50 |
| 0 | | 0 | 0 | | Spares | \$ - | \$ - |
| 34 | - | 147 | 1 | SQM01SUM0205 | GGM 8000 GATEWAY | \$4,462.50 | \$4,462.50 |
| 34 | a | 147 | 1 | CA01616AA | ADD: AC POWER | \$ - | \$ - |
| 35 | - | 443 | 1 | B1941 | USB AUDIO INTERFACE MODULE | \$1,520.00 | \$1,520.00 |
| 36 | - | 244 | 1 | B1952 | SPEAKER, DESKTOP, USB | \$485.00 | \$485.00 |
| 36 | a | 754 | 1 | CA03406AA | ADD: AC LINE CORD, NORTH AMERICA | \$13.00 | \$13.00 |
| 36 | b | 754 | 2 | CA03413AA | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M | \$29.00 | \$58.00 |
| 37 | - | 244 | 1 | B1951 | MICROPHONE, DESKTOP, USB | \$445.00 | \$445.00 |
| 38 | - | 443 | 1 | B1913 | MCC SERIES HEADSET JACK | \$166.00 | \$166.00 |
| 39 | - | 147 | 1 | CLN1868 | 2930F 24-PORT SWITCH | \$2,125.00 | \$2,125.00 |
| 40 | - | 147 | 1 | CLN1866 | FRU: 1M DAC CABLE | \$170.00 | \$170.00 |
| 41 | - | 708 | 1 | TT3492 | Z2 G4 MINI WORKSTATION NON RETURNAB | \$2,075.00 | \$2,075.00 |

| | | | | | | | |
|----|---|-----|---|-----------|------------------------|----------|----------|
| 42 | - | 708 | 1 | DSF2B56AA | USB EXTERNAL DVD DRIVE | \$142.76 | \$142.76 |
| | | | | | | | |

EQUIPMENT TOTAL \$ **273,987.43**

PROJECT MANAGEMENT \$ 27,982.00

ENGINEERING/SYSTEM TECHNOLOGIST \$ 59,141.00

INSTALLATION \$ 39,762.00

TRAINING \$ 12,464.00

SERVICES TOTAL \$ **139,349.00**

TOTAL INVESTMENT **413,336.43**



REQUEST FOR CITY COUNCIL AGENDA ITEM

| | | |
|--|--|--|
| Agenda Date Requested: <u>October 12, 2020</u> | | |
| Requested By: <u>Ray Mayo, Director</u> | | |
| Department: <u>Public Works</u> | | |
| <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance | | |

| Appropriation | |
|-------------------|---|
| Source of Funds: | <u>Various 009</u> |
| Account Number: | <u>N/A</u> |
| Amount Budgeted: | <u>\$949,014.00</u> |
| Amount Requested: | <u>\$904,296.33</u> |
| Budgeted Item: | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Exhibits: Vehicle and Equipment Quotes

SUMMARY & RECOMMENDATION

Quotes were received through the Texas BuyBoard Cooperative Purchasing Programs for vehicles, equipment and up-fitting eligible for replacement in the FY 2020–21 Vehicle Replacement Program. There is one sole-source equipment replacement for EMS.

There are three (3) full-size sedans being replaced with three sport utility vehicles. Three (3) new SUV Patrol vehicles are being purchased for DOT. Up-fitting equipment is being installed in each of the six (6) SUV's. There will be a replacement with the same type vehicle for one ambulance, two track excavators and one half-ton pickup. There are five (5) same-type replacements for Parks Maintenance equipment and one same-type replacement for the Golf Course.

| VENDOR | BUDGET ITEM | BUDGETED | BID | USER |
|------------------------------|--|-----------|--------------|-----------------|
| Caldwell Country Chevrolet | (6) SUV Patrol Vehicles | \$228,353 | \$210,250.00 | PD Patrol / DOT |
| Dana Safety Supply | Vehicle Up-fitting for (6) SUV Patrol Vehicles | \$75,567 | 75,566.68 | PD Patrol / DOT |
| Mac Haik Dodge Chrysler Jeep | Dodge 4500 w/ Frazer ambulance module | \$244,904 | \$225,645 | EMS |
| Stryker Medical | *Ambulance MTS Power Load Cot | \$23,000 | \$22,954.87 | EMS |
| Wowco Equipment | (2) Track Excavators | \$119,484 | \$118,493.10 | Utilities |

| | | | | |
|---------------------|-------------------------|----------|-----------|----------------------|
| Chastang Ford | Standard single cab P/U | \$21,218 | \$23,875 | Facility Maintenance |
| Brookside Equipment | JD Gator | \$6,938 | \$6434.45 | Parks |

| VENDOR | BUDGET ITEM | BUDGETED | BID | USER |
|---|--------------------------------------|---------------------|---------------------|------------------|
| Brookside Equipment | JD Field Rake | \$14,200 | \$13,952.40 | Parks |
| Wowco | Skid Steer w/ front load bucket | \$63,550 | \$52,292.52 | Parks |
| Wowco | Compact tractor w/ front load bucket | \$15,832 | \$15,546.65 | Parks |
| Rockdale Country Ford -DBA Caldwell Country | F550 w/ Versa-Lift SST -40 Man lift | \$97,480 | \$99,769 | Parks |
| Wowco | (3) zero-turn mower w/60 inch deck | \$38,488 | 39,519.66 | 2 Parks / 1 Golf |
| | Totals | \$949,014.00 | \$904,296.33 | |

*sole –source item

Miscellaneous:

- a) The vehicles to be purchased with this agenda request will replace existing vehicles that are now at the end of their service lives with funding from the Vehicle Replacement Fund, with the exception of the three SUV DOT vehicles.
- b) The budgeted amounts listed in the table for the replacement vehicles represent the total funds deposited by each department through FY 2019-20 in the form of lease fees paid by the department over the lease term designated for each vehicle. The funds for the three additional DOT vehicles and equipment were approved in the FY 2020-21 budget.
- c) The amounts listed in the table for vehicles/equipment are the funding amounts approved by Council for the FY 2020-21 budget for equipment replacement. Each division will pay lease fees over the life of the units to establish a funded amount for future replacements.
- d) The balance remaining (funded amount minus replacement costs) either remains in the divisional motor pool account to pre-fund a portion of the replacement vehicle

or is sometimes utilized by the division for up-fitting equipment. (e.g. light bar, trailer hitch, patrol unit up-fitting).

Staff recommends purchase of the listed vehicles and equipment through cooperative purchasing programs and the one sole-source vendor. The Purchasing Division of the Finance Department has reviewed the recommendation for vehicle and equipment purchases and is in support of this recommendation. Pricing was checked on Cooperative Purchasing Programs.

ACTION REQUIRED BY CITY COUNCIL

Approval or other action regarding the following purchases:

1. Six Chevrolet Tahoe's to Caldwell Country Chevrolet for \$210,250
2. Up-fitting Equipment for (6) PPV to Dana Safety Supply for \$75,566.68;
3. One Dodge Ram 4500 with Frazer ambulance module to Mac Haik Dodge Chrysler Jeep for \$225,645;
4. One Stryker MTS Power Load Cot to Stryker Medical for \$22,954.87;
5. Two Kubota Track Excavators to Wowco Equipment for \$118,493.10;
6. One Ford 1/2 ton pickup to Chastang Ford for \$23,875 ;
7. One John Deere Gator from Brookside Equipment for \$6,434.35;
8. One John Deere Field Rake from Brookside Equipment for \$13,952.40;
9. One Kubota skid-steer from Wowco Equipment for \$52,292.52;
10. One Kubota compact tractor from Wowco Equipment for \$15,546.65;
11. One Ford F-550 with Versa-Lift SST-40 Manlift from Rockdale Country Ford DBA Caldwell Country for \$99,769.00; and
12. Three Kubota zero-turn mowers to Wowco for \$39,519.66

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

53.21 53.37 53.39 + 3 EA. DOT

QUOTE# 00PD6

CONTRACT PRICING WORKSHEET

| | |
|--|--|
| End User: CITY OF LA PORTE | Contractor: CALDWELL COUNTRY |
| Contact Name: DONNIE POPLASKI | CALDWELL COUNTRY |
| Email: POPLASKID@LAPORTETX.GOV | Prepared By: Averyt Knapp |
| Phone #: 281-471-9650 281-594-1819 -C | Email: aknapp@caldwellcountry.com |
| Fax #: | Phone #: 979-567-6116 |
| Location City: LA PORTE, TX | Fax #: 979-567-4376 |
| Date Prepared: SEPTEMBER 11, 2020 | Address: P. O. Box 27, Caldwell, TX 77836 |
| Contract Number: BUY BOARD #601-19 | Tax ID # 14-1856872 |

Product Description: 2020 CHEVROLET TAHOE PPV CC15706

A Base Price & Options: \$34,975

B Fleet Quote Option:

| Code | Description | Cost | Code | Description | Cost |
|------------|---|------|------|--|------|
| | LH SPOTLIGHT, PPV, 5.3L-V8, 6-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, CLOTH FRONT/VINYL REAR BENCH, FULL RUBBER FLOOR, AIR CONDITION FRONT & REAR, AMFM-STEREO W/BLEETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW PACKAGE, REAR VISION CAMERA | INCL | | | |
| | GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C | INCL | | CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836 | |
| | | | | | |
| | | | | | |
| | | | | | |
| Subtotal B | | | | | INCL |

C Unpublished Options

| Code | Description | Cost | Code | Description | Cost |
|------|-------------|------|------|-------------|------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Subtotal C

| | |
|--|---|
| D Other Price Adjustments (Installation, Delivery, Etc...) | |
| Subtotal D | INCL |
| E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D) | |
| Quantity Ordered | 6 |
| Subtotal E | \$209,850 |
| F Non-Equipment Charges (Trade-In, Warranty, Etc...) | |
| BUY BOARD FEE | \$400 |
| G. Color of Vehicle: WHITE | |
| H. Total Purchase Price (E+F) | |
| | \$210,250 |
| Estimated Delivery Date: | UNITS IN STOCK (LIMITED AVAILABILITY) |

UP-FITTING SIX SUV

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

| | |
|-----------------|-----------|
| Sales Quote No. | 356784-A |
| Customer No. | LAPORTEPD |

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|------------------|------------------------|---|----------------|----------------|
| 09/15/20 | Ground | PPAY & ADD TO INVOICE | | net30 | |
| Entered By | | Salesperson | Ordered By | Resale Number | |
| Chuck Geocaris | | Chuck Geocaris-Houston | Doug Ditrich | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 1 | 1 | N | INFO BUYBOARD 603-20 Warehouse: HOUS Vin #: | 0.0000 | 0.00 |
| 6 | 6 | N | INSTALL INSTALL PATROL TAHOE X6 Warehouse: HOUS Vin #: | 0.0000 | 0.00 |
| 6 | 6 | Y | 2L91T-M1B GOR 2 LIGHT MASK PLATE STEEL CODE 3 MR6 Warehouse: HOUS Vin #: | 28.3500 | 170.10 |
| 6 | 6 | Y | 5165T-F GOR Push Bumper 2015+2020 Tahoe Warehouse: HOUS Vin #: | 315.0000 | 1,890.00 |
| 12 | 12 | Y | MR6MC-BW CODE 3 MULTI DIRECTIONAL LED LIGHT HOOD OR FLUSH Warehouse: HOUS Vin #: | 80.4600 | 965.52 |
| 12 | 12 | Y | MR6MC-RW CODE 3 MR6 multicolor LED RED/WHITE Warehouse: HOUS Vin #: to be mounted in the bumper and to be used as scene lights when takedowns are used on the lightbar. | 80.4600 | 965.52 |
| 6 | 6 | Y | 920-10TH CODE 3 PLUT IN HEADLIGHT FLASHER FOR 2018 TAHOE Warehouse: HOUS Vin #: | 44.3100 | 265.86 |

| | |
|------------|-------------|
| Print Date | 09/21/20 |
| Print Time | 02:50:32 PM |
| Page No. | 1 |

Printed By: Chuck Geocaris

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

| | |
|-----------------|-----------|
| Sales Quote No. | 356784-A |
| Customer No. | LAPORTEPD |

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|------------------------|-----------------------|--|----------------|----------------|
| 09/15/20 | Ground | PPAY & ADD TO INVOICE | | net30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Chuck Geocaris | Chuck Geocaris-Houston | Doug Ditrich | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 6 | 6 | Y | C3100U CODE 3 100W SPEAKER WITH UNIVERSAL BRACKET Warehouse: HOUS Vin #: | 146.4300 | 878.58 |
| 5 | 5 | Y | PT53 CODE 3 53" PURSUIT LIGHTBAR Warehouse: HOUS Vin #: CONFIGURATION NUMBER- | 1,957.0000 | 9,785.00 |
| 6 | 6 | Y | Z3SP-1 CODE 3 PUSH BUTTON CONTROL HEAD SIREN Warehouse: HOUS Vin #: | 725.0900 | 4,350.54 |
| 1 | 1 | Y | 39-30004-CM CODE 3 Thin Supervisor - Matrix, BW/RW Warehouse: HOUS Vin #: | 750.0000 | 750.00 |
| 1 | 1 | Y | TSMTG-TAH15 CODE 3 THIN SUPERVISOR MOUNT TAHOE 15+ Warehouse: HOUS Vin #: | 40.0000 | 40.00 |
| 1 | 1 | Y | MISC CITTH15T-RBA-MTC-CM Citadel Matrix RBA Warehouse: HOUS Vin #: | 1,088.1400 | 1,088.14 |
| 6 | 6 | Y | MR6MC-RW CODE 3 MR6 multicolor LED RED/WHITE Warehouse: HOUS Vin #: to be mounted in the bumper and to be used as scene lights when takedowns are used on the lightbar. | 80.4600 | 482.76 |

| | |
|------------|-------------|
| Print Date | 09/21/20 |
| Print Time | 02:50:32 PM |
| Page No. | 2 |

Printed By: Chuck Geocaris

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

| | |
|-----------------|-----------|
| Sales Quote No. | 356784-A |
| Customer No. | LAPORTEPD |

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|------------------------|-----------------------|--|----------------|----------------|
| 09/15/20 | Ground | PPAY & ADD TO INVOICE | | net30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Chuck Geocaris | Chuck Geocaris-Houston | Doug Ditrich | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 6 | 6 | Y | MR6MC-BW CODE 3 MULTI DIRECTIONAL LED LIGHT HOOD OR FLUSH Warehouse: HOUS Vin #: | 80.4600 | 482.76 |
| 6 | 6 | Y | LPBKT-TH15 CODE 3 LICENSE PLATE MOUNTING BRKT TAH 2015 Warehouse: HOUS Vin #: | 17.0100 | 102.06 |
| 12 | 12 | Y | ULTMCRB CODE 3 12 LED, Mega Thin surface mount, red and blue hatch lights Warehouse: HOUS Vin #: | 77.6200 | 931.44 |
| 6 | 6 | Y | CP-TAH15-SC LUND 2015-Newer Tahoe PPV & SSV Package Includes: Warehouse: HOUS Vin #: | 945.1400 | 5,670.84 |
| 6 | 6 | Y | MK-2CL LUND MIC CLIP & BRACKET Warehouse: HOUS Vin #: | 16.2100 | 97.26 |
| 6 | 6 | Y | CG-X HAV CHARGE GARD, UNIVERSAL, CONTROL MODULE INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a Warehouse: HOUS Vin #: ***** ***** | 75.0000 | 450.00 |

| | |
|------------|-------------|
| Print Date | 09/21/20 |
| Print Time | 02:50:32 PM |
| Page No. | 3 |

Printed By: Chuck Geocaris

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

| | |
|-----------------|-----------|
| Sales Quote No. | 356784-A |
| Customer No. | LAPORTEPD |

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|------------------------|-----------------------|---|----------------|----------------|
| 09/15/20 | Ground | PPAY & ADD TO INVOICE | | net30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Chuck Geocaris | Chuck Geocaris-Houston | Doug Ditrich | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 6 | 6 | Y | UNVTAB3-MT-0 LUND Universal Mount for Tablets features Warehouse: HOUS Vin #: | 222.9500 | 1,337.70 |
| 6 | 6 | Y | ARM-TELS LUND 9-13" TELESCOPING SLIDE ARM W/SWIVEL Warehouse: HOUS Vin #: | 225.9000 | 1,355.40 |
| 6 | 6 | Y | SECUR-TAB2 LUND SECUR-TAB2 Warehouse: HOUS Vin #: REPLACEMENT FOR SECURETAB-MT | 165.3700 | 992.22 |
| 6 | 6 | Y | LOFT-TAH16-EC LUND 2015+ TAHOE LOFT STORAGE 18.5"D X 42"W Warehouse: HOUS Vin #: | 634.0000 | 3,804.00 |
| 6 | 6 | Y | GOR-5704W GORHINO TAHOE SLIDING PARTITION Warehouse: HOUS Vin #: | 413.6000 | 2,481.60 |
| 6 | 6 | Y | GOR-570331 GORHINO TAHOE PARTITION MOUNT KIT Warehouse: HOUS Vin #: | 126.9500 | 761.70 |
| 6 | 6 | Y | GOR-5700CT3R GORHINO PARTITION RECESS PANEL & LEP Warehouse: HOUS Vin #: | 151.3500 | 908.10 |

| | |
|------------|-------------|
| Print Date | 09/21/20 |
| Print Time | 02:50:32 PM |
| Page No. | 4 |

Printed By: Chuck Geocaris

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

| | |
|-----------------|-----------|
| Sales Quote No. | 356784-A |
| Customer No. | LAPORTEPD |

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|------------------|------------------------|--|----------------|----------------|
| 09/15/20 | Ground | PPAY & ADD TO INVOICE | | net30 | |
| Entered By | | Salesperson | Ordered By | Resale Number | |
| Chuck Geocaris | | Chuck Geocaris-Houston | Doug Ditrich | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 6 | 6 | Y | 5SUVTH1511 GOR MOLDED REAR PRISONER SEAT- CENTER BELT Warehouse: HOUS Vin #: | 1,101.0000 | 6,606.00 |
| 6 | 6 | Y | GOR-571333 GORHINO TAHOE WINDOW BARS Warehouse: HOUS Vin #: | 170.9600 | 1,025.76 |
| 6 | 6 | Y | 5SUVTH1700-4 GOR, TAHOE DOOR PANEL KIT Warehouse: HOUS Vin #: | 187.9600 | 1,127.76 |
| 6 | 6 | Y | GRAPHICS-LAPORTEPD1 GRAPHICS City Of Laporte Police Departmnet Warehouse: HOUS Vin #: | 1,450.0000 | 8,700.00 |
| 6 | 6 | Y | GK10271UHKSSCAXL SMC SINGLE T-RAIL GUNLOCK W/UNIV LOCK XL & H/C KI O/R Warehouse: HOUS Vin #: | 237.5100 | 1,425.06 |
| 6 | 6 | N | INFO Customer supplied Warehouse: HOUS Vin #: Radio,Coban Video,Printer Radar,Tablet Keyboard | 0.0000 | 0.00 |

| | |
|------------|-------------|
| Print Date | 09/21/20 |
| Print Time | 02:50:32 PM |
| Page No. | 5 |

Printed By: Chuck Geocaris

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

| | |
|-----------------|-----------|
| Sales Quote No. | 356784-A |
| Customer No. | LAPORTEPD |

Bill To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Ship To

City Of Laporte Police Departmnet
 3001 N 23rd St
 Laporte, TX 77571

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

Contact: Doug Ditrich
 Telephone: 281.842.3116
 E-mail:

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|------------------------|-----------------------|--|----------------|----------------|
| 09/15/20 | Ground | PPAY & ADD TO INVOICE | | net30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Chuck Geocaris | Chuck Geocaris-Houston | Doug Ditrich | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 6 | 6 | Y | INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HOUS Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC ***** | 225.0000 | 1,350.00 |
| 6 | 6 | N | INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HOUS Vin #: | 2,150.0000 | 12,900.00 |

Approved By: _____
 Approve All Items & Quantities

Quote Good for 30 Days

| | |
|------------|-------------|
| Print Date | 09/21/20 |
| Print Time | 02:50:32 PM |
| Page No. | 6 |

| | |
|--------------------|------------------|
| Subtotal | 74,141.68 |
| Freight | 1,425.00 |
| Order Total | 75,566.68 |

Printed By: Chuck Geocaris



Defining the future of Mobile Healthcare.™

59.42
59.42M

Customer Quote

Order No.: Q1911-0001

Quote Date: 9/22/2020

Expiration Date: 10/31/2020

Salesperson: Paul Brown

pbrown@frazerbilt.com

Invoice To:

La Porte EMS
City of La Porte
604 West Fairmont Parkway
La Porte TX 77571
US

Attention:

EMS Chief
Lisa Camp
camp1@laportetx.gov

| No. | Item | Quantity | U/M | | Unit Price | | Net Amount |
|-----|---|----------|-----|----|------------|----|------------|
| 1 | MODULE Type 1 14' Module | 1.000 | EA | \$ | 203,825.00 | \$ | 203,825.00 |
| 2 | CHASSIS 2020 RAM 4500 Diesel | 1.000 | EA | \$ | 47,250.00 | \$ | 47,250.00 |
| 3 | DELIVERY Customer Pick Up - FOB Frazer | 1.000 | M | \$ | 0.00 | \$ | 0.00 |
| 4 | BUY-BOARD BuyBoard Fee BuyBoard fee per contract Ambulance 570-18 | 1.000 | EA | \$ | 800.00 | \$ | 800.00 |
| 5 | TRADE-IN Module 2014 Dodge 4500 Diesel; 3C7WRKCL0EG281837; 75,000 miles; in running condition; Includes Power-LOAD and Power-PRO cot (with batteries) Unit (E-1897/X-942) will be re-evaluated following drop-off, and it is understood that any significant change to its condition, or if mileage exceeds 85,000, could result in the value being revised. | 1.000 | EA | \$ | -30,000.00 | \$ | -30,000.00 |
| 6 | 14389-BLK Bin-Hang/Stack, Large, Black (Customer requests "Tactical Black" if available) | 12.000 | EA | \$ | 23.00 | \$ | 276.00 |
| 7 | 14390-BLK Bin-Hang/Stack, Small, Black (Customer requests "Tactical Black" if available) | 48.000 | EA | \$ | 14.00 | \$ | 672.00 |

Frazer, Ltd., 7219 Rampart Street, Houston, TX, 77081,
P: 713-772-5511 www.frazerbilt.com
Frazer Proprietary and Confidential



Defining the future of Mobile Healthcare.™

Customer Quote

Order No.: Q1911-0001

Quote Date: 9/22/2020

Expiration Date: 10/31/2020

| No. | Item | Quantity | U/M | Unit Price | Net Amount |
|-----|---|----------|-----|--------------|-------------|
| 8 | STRYKER POWER-PRO XT Cot-Stryker Power-PRO XT 6506 | 0.000 | EA | \$ 23,651.00 | \$ 0.00 |
| 9 | 34181 Generator-Electric 6.3kw, RAM/Intl | 1.000 | EA | \$ 2,500.00 | \$ 2,500.00 |
| 10 | 35952 Pulley-2.55 in x 6 Groove Clutch, RAM | 1.000 | EA | \$ 322.00 | \$ 322.00 |

Remit To:

Per TMVCC, we are quoting this through our licensed franchise dealer, Mac Haik Dodge Chrysler Jeep

Mac Haik Dodge Chrysler Jeep
11000 I - 45 North Freeway
Houston TX 77037

| | |
|----------------------|------------|
| Sale Amount: | 225,645.00 |
| Sales Tax: | 0.00 |
| Total Amount: | 225,645.00 |

Payment Terms: Net 30

Special Instructions:

Email this quote along with your PO to sales@frazerbilt.com.
Graphics pricing includes two hours' design time in the base price.
More extensive graphics or multiple changes will be billed at \$100/hr.



Defining the future of Mobile Healthcare.™

For your convenience, all pricing has been itemized below per quote Q1911-0001 for La Porte EMS

| | |
|------------------|----------------------|
| Base Module | \$ 109,900.00 |
| Chassis Exterior | \$ 23,100.00 |
| Module Exterior | \$ 39,625.00 |
| Chassis Interior | \$ 6,050.00 |
| Module Interior | \$ 25,150.00 |
| Total | \$ 203,825.00 |

Items included in above totals:

- 1. Type I 14' Module \$ incl
- 2. This is a CAAS Unit \$ incl

Chassis Exterior:

- 3. Heat Shielding for Diesel Chassis \$ 1,575.00
- 4. Chassis Options: (6) additional key fobs for a total of (8) \$ incl
- 5. Chassis : 2020 RAM 4500, Diesel, 4x2, Regular, 108" Cab to Axle, Dodge White (PW7) \$ incl
- 6. Suspension: LiquidSpring \$ 11,550.00
- 7. Wheel type: Stainless steel covers \$ incl
- 8. Chassis Steps: ArcRite with Sure Grip \$ 1,050.00
- 9. Grille Guard: Ranch Hand Grille Guard with Wraparounds \$ incl
- 10. 10" and 12" Air Horns \$ 1,125.00
- 11. Compressor Type: Fast Recovery \$ 1,475.00
- 12. Switching Options: Truck Horn/ Air Horn \$ 125.00
- 13. Siren Amplifier: Howler \$ 1,325.00
- 14. Passenger's side Grille Light: Whelen M6 Red/Blue Light \$ 100.00
- 15. Driver's side Grille Light: Whelen M6 Red/Blue Light \$ 100.00
- 16. Passenger's side Intersect Light: Whelen M6 Red/Blue Light \$ 100.00
- 17. Driver's side Intersect Light: Whelen M6 Red/Blue Light \$ 100.00
- 18. Driver Fender Light: Whelen M6 Red/Clear Light \$ 400.00
- 19. Passenger Fender Light: Whelen M6 Red/Clear Light \$ 400.00
- 20. UNOC - Grille and Intersect lights to be synchronized with specific flash pattern (ref. E-2880) \$ incl
- 21. UNOC - Air horns to be located on front of grille guard (ref. E-2880) \$ incl
- 22. UNOC - Furnish and install Whelen 500V Series Red/Clear fender lights in lieu of M6 \$ 1,575.00



Defining the future of Mobile Healthcare.™

- Program D/S fender light to go to steady burn Clear when D/S door is open or D/S scene light is ON
- Program P/S fender light to go to steady burn Clear when P/S door is open or P/S scene light is ON

| | | |
|--|----|---------------------|
| 23. UNOC - Provide (6) additional key fobs | \$ | 2,100.00 |
| Chassis Exterior Subtotal | | \$ 23,100.00 |

Module Exterior:

| | | |
|--|----|-----------|
| 24. Power Source: MEPS | \$ | 15,000.00 |
| 25. Module Paint Layout: White - Frazer White (Frazer White) | \$ | incl |
| 26. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Yellow - Reflective Overlay | \$ | 1,575.00 |
| 27. Conspicuity Squares on Entry Doors Matching the Rear Wall | \$ | 475.00 |
| 28. Frazer Provided Graphics | \$ | 3,500.00 |
| 29. Body Drop on the Passenger's Side Forward of Rear Wheels | \$ | incl |
| 30. Hidden Switch Behind the Driver's Side Front Corner Stone Guard | \$ | 225.00 |
| 31. GPS Opticom | \$ | 5,775.00 |
| 32. Opticom Switching: On with Primary and Cut-off with park | \$ | incl |
| 33. Shore Power: Single 30 Amp on Front Wall | \$ | incl |
| 34. Pigtail/Plug Option: Pigtail | \$ | incl |
| 35. Install Ignition Kill Switch | \$ | 275.00 |
| 36. Coax 1: Run coax from location 1 to Chassis | \$ | incl |
| 37. Coax 2: Run coax from location 2 to Electrical Compartment terminated to GPS Opticom | \$ | incl |
| 38. Coax 3: Run coax from location 3 to Chassis | \$ | incl |
| 39. Coax 4: Run coax from location 4 to Chassis | \$ | incl |
| 40. UNOC - Furnish and install electric locks for O2 compartment door | \$ | 250.00 |
| 41. UNOC - Furnish and install extra coax run to electrical compartment; label as SPARE | \$ | 125.00 |
| 42. UNOC - Furnish and install LPEMS logo centered on conspicuity squares on all 3 entry doors | \$ | incl |
| 43. UNOC - Furnish and install Whelen 4 Long Tracer Series Red/Blue/Clear ground lights on D/S and P/S of module and below chassis steps - Program D/S lights to go from Red/Blue to Clear when D/S scene light is ON - Program P/S lights to go from Red/Blue to Clear when P/S scene light is ON | \$ | 7,300.00 |
| 44. Front Wall Light Layout: Lower 5 Lights | \$ | incl |
| 45. Front Wall Light #1: Whelen M9 Blue Light | \$ | 125.00 |



Defining the future of Mobile Healthcare.™

| | | |
|--|----|--------|
| 46. Front Wall Light #2: Whelen M9 Red Light | \$ | 125.00 |
| 47. Front Wall Light #3: Whelen M9 Clear Light | \$ | 125.00 |
| 48. Front Wall Light #4: Whelen M9 Red Light | \$ | 125.00 |
| 49. Front Wall Light #5: Whelen M9 Blue Light | \$ | 125.00 |
| 50. Front Wall Driver Side Box Light: Whelen M9 Red Light | \$ | 125.00 |
| 51. Front Wall Passenger Box Light: Whelen M9 Red Light | \$ | 125.00 |
| 52. Driver Wall Front Box Light: Whelen M9 Red Light | \$ | 125.00 |
| 53. Driver Wall Rear Box Light: Whelen M9 Red Light | \$ | 125.00 |
| 54. Driver Wheel Well Light: Whelen M9 Red Light | \$ | 125.00 |
| 55. Scene Light Option: Spectra SPA900 | \$ | incl |
| 56. O2 Compartment Layout: Laydown O2 with Adjustable Shelf | \$ | incl |
| 57. O2 Rollers for an H Cylinder | \$ | incl |
| 58. 2 high D Cylinder Holder in the O2 Compartment Next to Laydown | \$ | 175.00 |
| 59. O2 Cylinder Changing Wrench | \$ | 75.00 |
| 60. Intermediate Compartment Style: Horizontal Adjustable Shelf | \$ | incl |
| 61. Electrical Compartment Style: Taller Electrical Compartment | \$ | incl |
| 62. Dometic Self-Contained A/C with Exhaust Fan | \$ | incl |
| 63. Rear Storage Compartment Style: Rear Storage with Adjustable Shelf | \$ | incl |
| 64. Additional Shelf in the Rear Storage | \$ | 75.00 |
| 65. UNOC - Additional charge for "Jumbo" D cylinder holder in O2 compartment | \$ | 50.00 |
| 66. Module Window Option: Sliding Window | \$ | incl |
| 67. Upper Rear Wall Light Layout: 3 Across | \$ | incl |
| 68. Upper Light #1: Whelen M9 Load Light | \$ | 175.00 |
| 69. Upper Light #2: Whelen M9 Blue Light | \$ | 125.00 |
| 70. Upper Light #3: Whelen M9 Load Light | \$ | 175.00 |
| 71. Lower Light #1: Whelen M9 Brake/Tail/Turn Red Light | \$ | 200.00 |
| 72. Lower Light #2: Whelen M9 Brake/Tail/Turn Red Light | \$ | 200.00 |
| 73. Lower Light #3: Whelen M9 Amber Light | \$ | 125.00 |
| 74. Lower Light #4: Whelen M9 Amber Light | \$ | 125.00 |
| 75. Rear Wall Driver Box Light: Whelen M9 Red Light | \$ | 125.00 |
| 76. Rear Wall Passenger Box Light: Whelen M9 Red Light | \$ | 125.00 |
| 77. Rear Backboard: 5" Compartment Shelf | \$ | 225.00 |
| 78. Lower BTTs: 2 Grote Lights on each side | \$ | incl |



Defining the future of Mobile Healthcare.™

| | | |
|--|-----------|------------------|
| 79. Rear Bumper | \$ | incl |
| 80. Door Grabbers | \$ | incl |
| 81. License Plate Light | \$ | incl |
| 82. Passenger Wall Front Box Light: Whelen M9 Red Light | \$ | 125.00 |
| 83. Passenger Wall Rear Box Light: Whelen M9 Red Light | \$ | 125.00 |
| 84. Passenger Wheel Well Light: Whelen M9 Red Light | \$ | 125.00 |
| 85. Front Backboard Style: Double adjustable shelving | \$ | 125.00 |
| 86. Interior Step Option: Double Step Well | \$ | incl |
| 87. Passenger Rear Compartment Style: Passenger Side Storage Compartment | \$ | incl |
| 88. Door Locks on Entry Doors and Front I/O | \$ | 1,400.00 |
| Module Exterior Subtotal | \$ | 39,625.00 |

Chassis Interior:

| | | |
|--|----|----------|
| 89. Siren Speakers: Whelen SA 315 Speakers | \$ | incl |
| 90. Tap-2 on Primary Siren | \$ | incl |
| 91. Siren Option: Whelen C9 Siren in Console | \$ | incl |
| 92. Mic 1 on driver's side slot 2 | \$ | incl |
| 93. Slot 1: Extended MDT plate - swivel, no fuel gauge (swivel on passenger side) | \$ | 475.00 |
| 94. Slot 2: Single Slot Switch Panel | \$ | incl |
| 95. Slot 3: Radio Plate: 7.06 L X 2 W opening dims | \$ | incl |
| 96. Slot 4: Radio Plate: 7.06 L X 2 W opening dims | \$ | incl |
| 97. Slot 5: Siren 1 | \$ | incl |
| 98. Slot 6: Single Blank | \$ | incl |
| 99. Kussmaul USB at Console | \$ | 225.00 |
| 100. Console Switch Layout : Primary - Secondary - Air Horn - Howler - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Kussmaul USB - | \$ | incl |
| 101. New Armrest | \$ | 225.00 |
| 102. Console Layout: 6-Slot Console | \$ | incl |
| 103. Floor in Front of Console: (2) Survivor Flashlights wired Battery Hot | \$ | 700.00 |
| 104. Front of Console: 12VDC wired Failsafe | \$ | 125.00 |
| 105. Rear of Console: Single Mapholder with Cup Holder | \$ | 325.00 |
| 106. Chassis Rear Wall: 2 High Glove Box Holder | \$ | 175.00 |
| 107. Camera System: Voyager 7" Monitor with Back-Up Camera | \$ | 1,700.00 |
| 108. White Back-up Camera | \$ | incl |



Defining the future of Mobile Healthcare.™

| | | |
|--|----------------------------------|--------------------|
| 109. Aftermarket Vinyl Seats | \$ | 850.00 |
| 110. UNOC - Custom 6-slot console layout: | \$ | incl |
| - Slot 1: Extended MDT plate with swivel moved forward and centered | | |
| - Slot 2: Radio plate TBD | | |
| - Slot 3: Radio plate TBD | | |
| - Slot 4: Siren 1 with mic on P/S slot 4 | | |
| - Slot 5: Single slot switch panel | | |
| - Slot 6: Single blank | | |
| 111. UNOC - Install customer provided radio equipment (make and models TBD): | \$ | 600.00 |
| - Self contained radio in console slot 2; speaker on front of console; mic on P/S slot 3; failsafe; antenna on chassis roof | | |
| - Self contained radio in console slot 3; speaker on front of console; mic on D/S slot 1; failsafe; antenna on chassis roof | | |
| 112. UNOC - Streamlight Survivor flashlights to be Yellow in lieu of Orange | \$ | incl |
| 113. UNOC - 12VDC triple outlet to be installed on P/S of console towards the front in lieu of on the front of the console; no medical diode; wire to charge guard (ref. E-2880) | \$ | 50.00 |
| 114. UNOC - Furnish and install charge guard in console (ref. E-2880) | \$ | 250.00 |
| 115. UNOC - Install customer provided docking station on swivel | \$ | 100.00 |
| 116. UNOC #601 - Furnish and install Cast speakers installed on bumper in lieu of Whelen SA315 | \$ | 250.00 |
| | Chassis Interior Subtotal | \$ 6,050.00 |
| Module Interior: | | |
| 117. Protek Cushions | \$ | incl |
| 118. Grey Interior | \$ | incl |
| 119. Powdercoated Aluminum Countertops | \$ | incl |
| 120. Front I/O with Lexan Doors | \$ | incl |
| 121. 2 High Jumbo "D" Cylinder Holder in the Front I/O Facing the Rear Wall | \$ | 225.00 |
| 122. Duplex Outlet in the Cabinet Above the Front I/O | \$ | incl |
| 123. 14 Qt. Engel Fridge | \$ | 950.00 |
| 124. Quad Outlet on the Front Wall | \$ | incl |
| 125. Medvault w/ Wifi | \$ | 2,850.00 |
| 126. Netting at the Front Corner Area | \$ | incl |
| 127. UNOC - Furnish and install 120VAC duplex outlet inside front wall cabinet, lower left corner above fridge | \$ | 250.00 |
| 128. UNOC #1585 - Furnish and install fire extinguisher with Amerex 807 bracket (23545) | \$ | 150.00 |



Defining the future of Mobile Healthcare.™

on the side of the front backboard compartment, below front wall cabinets (ref. E-2880)

| | | |
|---|----|----------|
| 129. UNOC #477 - Furnish and install transit slide-lock for Engel 14-qt fridge | \$ | 350.00 |
| 130. Location 1: 4 Switch w/Thermostat | \$ | incl |
| 131. Location 2: Single O2 Outlet | \$ | incl |
| 132. Location 3: Electric O2 panel with monitor | \$ | 1,800.00 |
| 133. Location 4: 12VDC wired Battery hot with Medical Diode | \$ | 250.00 |
| 134. Location 6: Blank | \$ | incl |
| 135. Location 7: Blank | \$ | incl |
| 136. Location 8: Quad 120 VAC | \$ | incl |
| 137. Location 9: Suction | \$ | incl |
| 138. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; | \$ | incl |
| 139. Technimount LP-15 Monitor Mount on the Action Wall Countertop | \$ | 1,525.00 |
| 140. Sharps Container at Action Wall | \$ | incl |
| 141. Acrylic Holder at the Action Wall Cabinet | \$ | incl |
| 142. New 6pt Harness at the CPR Seat | \$ | 525.00 |
| 143. Acrylic Holder Aft CPR Seat | \$ | incl |
| 144. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load; | \$ | incl |
| 145. UNOC - Furnish and install SSCOR 2310 suction (Item 17320) with paddle release mounted on the stainless at forward end of action wall countertop, 2" off the counter (ref. E-2880) | \$ | 2,275.00 |
| 146. UNOC - Install customer provided radio equipment: | \$ | 300.00 |
| - Self contained radio on bottom of action wall cabinet above location 1; failsafe | | |
| - Mic on action wall above location 7 | | |
| - Antenna on chassis roof | | |
| 147. Head knocker options: With Clock only | \$ | 475.00 |
| 148. Acrylic Holder and Sharps at Squad Bench | \$ | 825.00 |
| 149. Two Seating Positions at the Squad Bench - 1 and 3 | \$ | incl |
| 150. Harness Type for Seat Position 1: New 6pt Harness | \$ | 525.00 |
| 151. Harness Type for Seat Position 3: New 6pt Harness | \$ | 525.00 |
| 152. Double Squad Bench Cabinet | \$ | 650.00 |
| 153. New Cargo Net at the Head of the Squad Bench | \$ | 800.00 |
| 154. Trashcan With Lid at the Head of the Squad Bench | \$ | incl |
| 155. O2 Outlet at the Squad Bench Wall | \$ | incl |



Defining the future of Mobile Healthcare.™

| | |
|--|---------------------|
| 156. UNOC - Furnish and install Streamlight SL-20X black LED flashlight in side entry step well, forward end | \$ 250.00 |
| 157. UNOC #298 - Furnish and install 3-wide glove box holder (from the end rail combination) at forward end of squad bench | \$ 225.00 |
| 158. O2 Outlet in Ceiling Raceway | \$ 325.00 |
| 159. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment | \$ 4,750.00 |
| 160. IV Hanger on Ceiling Raceway | \$ incl |
| 161. Overhead Grabrails on Both Sides | \$ 225.00 |
| 162. IV Hanger on Squad Bench Ceiling | \$ incl |
| 163. In-Module Camera at the Rear Position | \$ 600.00 |
| 164. UNOC #1296 - Furnish and install a second O2 outlet in the ceiling raceway near the rear doors (ref. E-2880 for location) | \$ 425.00 |
| 165. Floor Options: Customer Provided Stryker Power-LOAD | \$ 1,750.00 |
| 166. Stryker cot tower only (no antler and bar) | \$ incl |
| 167. Loncoin II Onyx Floor | \$ incl |
| 168. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness | \$ 750.00 |
| 169. Customer Provided Items Processing Fee | \$ 600.00 |
| Module Interior Subtotal | \$ 25,150.00 |

All new Frazer EMS Vehicles come standard with the following features:

- 120V generator-powered electrical system independent of the chassis electrical
- 120V self-contained module heater & proprietary best-in-class air conditioner
- Easily accessible electrical compartment located on exterior of vehicle
- All aluminum module construction - No wood products!
- Shear-plate method of attachment securing the module to the chassis
- All aluminum powder-coated 12" deep interior cabinetry
- Seamless cushions
- All LED emergency warning and scene lighting
- All LED interior ceiling lights
- 120VAC outlets conveniently located throughout unit
- Three oxygen outlets
- Action area with hinged service access panel to back of oxygen outlets and switches



Defining the future of Mobile Healthcare.™

POWER LOAD COT



power load

Quote Number: 10212222

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: CITY OF LA PORTE EMS

Rep: Matthew Hechler

Attn:

Email: mathew.hechler@stryker.com

Phone Number: (832) 621-8682

Quote Date: 09/17/2020

Expiration Date: 12/16/2020

Delivery Address

End User - Shipping - Billing

Bill To Account

Name: CITY OF LA PORTE EMS

Name: CITY OF LA PORTE EMS

Name: CITY OF LA PORTE EMS

Account #: 1153755

Account #: 1153755

Account #: 1153755

Address: 10428 SPENCER HWY

Address: 10428 SPENCER HWY

Address: 10428 SPENCER HWY

LA PORTE

LA PORTE

LA PORTE

Texas 77571-4331

Texas 77571-4331

Texas 77571-4331

Equipment Products:

| # | Product | Description | Qty | Sell Price | Total |
|------------------|--------------|----------------|-----|-------------|-------------|
| 1.0 | 639005550001 | MTS POWER LOAD | 1 | \$22,954.87 | \$22,954.87 |
| Equipment Total: | | | | | \$22,954.87 |

Price Totals:

Grand Total: \$22,954.87

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Zac Jordan – Marketing Manager
Stryker Medical
3800 E. Centre Ave. Portage, MI 49002



Date: January, 2020

Re: Power-LOAD Cot Fastener Sole Source Information

To Whom It May Concern,

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Power-LOAD cot fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: Independent Qualification and Ease of Use.

The Stryker EMS Power-LOAD (Model 6390) cot fastening system is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. The Stryker Power-LOAD is the only powered cot fastening system that meets the following:

Independent Qualification

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD cot fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO cot and X-Restrains: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- SAE J3027 compliant when used with a Stryker Power-PRO cot and X-Restrains

Ease of Use

- Device must provide a linear guide when loading and unloading the cot.
- Device must allow for remote actuation from Power-PRO foot end controls.
- Device must engage to the cot during loading and unloading, providing a means of lifting and lowering.
- Device must have a safe working load of 870 lbs. and be capable of lifting patients weighing up to 700 lbs.
- Device must be mounted inside the patient compartment to prevent environmental exposure and corrosion.
- Device must be power washable.
- Device must be capable of inductively charging the Stryker SMRT cot battery.

Please forward any further questions to your Stryker sales representative.

Sincerely,

A handwritten signature in black ink, appearing to read "Zac Jordan".

Zac Jordan
Marketing Manager



Contract Numbers:
CE - #597-19
GM - #611-20

KX040-4R3AP WEB QUOTE #1789645

Date: 9/21/2020 3:38:35 PM

– Customer Information –
Poplaski, Donnie
City of Laporte
poplaskid@laportetx.gov
281-470-5114

86-13

Quote Provided By
Wowco Equipment Co.
SHIRLEY SMITH
5430 Hwy. 146 N.
Baytown, TX 77523
email: SHIRLEY.SMITH@WOWCO.COM
phone: 2813833100

– Standard Features –

– Custom Options –



Kubota

K Series

KX040-4R3AP

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Eco Plus System
Auto Idler
Rubber Track Model
ROPS/OPG (Top Guard, Level I) Air Conditioning Cab
Suspension Seat
Kubota 1 Hydraulic Pump Load Sensing System
1 Variable Displacement Pump
All Controls Hydraulic Pilot Controls
Two Operating Pattern Selection System
Accumulator
Digital Control Panel
Attachment Flow Presets, Service Alerts
Float Angle Blade w/ Bolt-on Cutting Edge
360 Degree Full Rotation
70 Degree Left, 55 Degree Right Boom Swing
17.2 gpm Adjustable Auxiliary Hydraulics Port 1
9.8 gpm Adjustable Auxiliary Hydraulics Port 2
Thumb Bracket and Relief Valves
Five Second Quick Preheat System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed Travel System
Swivel Negative Brake
Travel Negative Brake
Third Line

ENGINE

D1803 Kubota DI Turbo CRS Tier 4 Diesel Engine
3 Cylinder, 4 Cycle
38.9 Net HP @ 2200 rpm

OPERATIONAL

DIMENSIONS

Max Digging Depth 11' 2.7"
Max Digging Radius @ Ground Level 17' 9"
Max Vertical Digging Depth 7' 4.8"
Max Dumping Height 12' 9.5"

DOZER BLADE

DIMENSIONS

Width 66.9"
Height 15.75"
Lift Above Ground 15.17"
Drop Below Ground 15.94"

PERFORMANCE

Digging Force @ Bucket (K7875) 9,535 lbs.
Digging Force @ Dipper Arm 4,112 lbs.
Travel Speed (Low) 1.8 mph
Travel Speed (High) 3.1 mph
Climbing Ability 36% / 20°
Lift Capacity 4,080 lbs.
Over Front
Blade Grounded
2.0 ft. Load Point Height
8.0 ft. Load radius

DIMENSIONS AND OPERATING WEIGHT

KX040-4R3AP, Rubber Tracks, Air Conditioned
ROPS/OPG (Top Guard, Level I) Cab, Angle Dozer Blade, SP2
Overall Length 16' 8.2"
Overall Width 5' 6.9"
Overall Height 8' 1.8"
Operating Weight 9,855 lbs.*
Ground Clearance 12.9"
* Includes operator's weight, 175 lbs.

KX040-4R3AP Base Price: \$64,696.00

(1) 24" QUICK ATTACH TRENCHING BUCKET \$1,311.00
K7875A-24" QUICK ATTACH TRENCHING BUCKET

(1) 12" QUICK ATTACH TRENCHING BUCKET \$969.00
K7872A-12" QUICK ATTACH TRENCHING BUCKET

(1) QUICK COUPLER \$948.00
K7870A-QUICK COUPLER

(1) TRAVEL ALARM KIT \$146.00
K7927-TRAVEL ALARM KIT

(1) BEACON LIGHT KIT \$291.00
K7447-BEACON LIGHT KIT

Configured Price: \$68,361.00

BUY BOARD Discount: (\$16,406.64)

SUBTOTAL: \$51,954.36

Dealer Assembly: \$127.50

Freight Cost: \$590.00

PDI: \$250.00

Total Unit Price: \$52,921.86

Quantity Ordered: 1

Final Sales Price: \$52,921.86

Purchase Order Must Reflect the Final Sales Price

To order equipment – purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



Contract Numbers:
 CE - #597-19
 GM - #611-20

KX057-4R3AP WEB QUOTE #1791661

Date: 9/23/2020 3:39:18 PM

- Customer Information -
 Poplaski, Donnie
 City of Laporte
 poplaskid@laportetx.gov
 281-470-5114

86-14

Quote Provided By
 Wowco Equipment Co.
 SHIRLEY SMITH
 5430 Hwy. 146 N.
 Baytown, TX 77523
 email: SHIRLEY.SMITH@WOWCO.COM
 phone: 2813833100

-- Standard Features --

-- Custom Options --



Kubota

K Series

KX057-4R3AP

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Eco Plus System
 Auto Idler
 Rubber Track Model
 ROPS/OPG (Top Guard, Level I)
 Air Conditioning Cab
 Suspension Seat
 Kubota 3 Hydraulic Pump Load Sensing System
 1 Gear, 2 Variable
 Displacement Pumps
 All Controls Hydraulic Pilot Controls
 Two Operating Pattern Selection System
 Accumulator
 Digital Control Panel
 Attachment Flow Presets, Service Alerts
 Float Angle Blade w/ Bolt-on Cutting Edge
 360 Degree Full Rotation
 70 Degree Left, 55 Degree Right Boom Swing
 19.8 gpm Adjustable Auxiliary Hydraulics Port 1
 9.8 gpm Adjustable Auxiliary Hydraulics Port 2
 Thumb Bracket and Relief Valves
 Five Second Quick Preheat System
 Key Switch Stop System
 Half Pitch Rubber Tracks
 Self Bleed Fuel System
 Auto-Downshift Two Speed Travel System
 Swivel Negative Brake
 Travel Negative Brake
 Third Line

ENGINE

V2607 Kubota DI CRS Tier 4 Diesel Engine
 4 Cylinder, 4 Cycle
 45.2 Net HP @ 2200 rpm

OPERATIONAL

DIMENSIONS

Max Digging Depth 12' 8.2"
 Max Digging Radius @ Ground Level 20' 0.5"
 Max Vertical Digging Depth 5' 7.3"
 Max Dumping Height 13' 8.6"

DOZER BLADE

DIMENSIONS

Width 77.2"
 Height 16.1"
 Lift Above Ground 17.3"
 Drop Below Ground 16.1"

PERFORMANCE

Digging Force @ Bucket (K7919) 11,177 lbs.
 Digging Force @ Dipper Arm 5,644 lbs.
 Travel Speed (Low) 1.8 mph
 Travel Speed (High) 3.1 mph
 Climbing Ability 36% / 20°
 Lift Capacity 3,410 lbs.
 Over Front Blade Grounded
 4.0 Ft. Load Point Height
 12.0 Ft. Load Radius

DIMENSIONS AND OPERATING WEIGHT

KX057-4R3AP, Rubber Tracks, A/C ROPS/OPG (Top Guard, Level I) Cab,
 Angle Dozer Blade, Dipper Arm, Counterweight, SP2
 Overall Length 18' 1.3"
 Overall Width 6' 5.2"
 Overall Height 8' 4.4"
 Operating Weight 12,820 lbs.*
 Ground Clearance 12' 0.2"
 * includes operator's weight, 175 lbs.

KX057-4R3AP Base Price: \$81,093.00

| | |
|---|----------------------|
| (1) 24" QUICK ATTACH TRENCHING BUCKET K7919A-24" QUICK ATTACH TRENCHING BUCKET | \$1,278.00 |
| (1) 12" QUICK ATTACH TRENCHING BUCKET K7917A-12" QUICK ATTACH TRENCHING BUCKET | \$1,191.00 |
| (1) QUICK COUPLER K7915A-QUICK COUPLER | \$950.00 |
| (1) TRAVEL ALARM KIT K7927-TRAVEL ALARM KIT | \$146.00 |
| (1) BEACON LIGHT KIT K7447-BEACON LIGHT KIT | \$291.00 |
| Configured Price: | \$84,949.00 |
| BUY BOARD Discount: | (\$20,387.76) |
| SUBTOTAL: | \$64,561.24 |
| Dealer Assembly: | \$170.00 |
| Freight Cost: | \$590.00 |
| PDI: | \$250.00 |

Total Unit Price: \$65,571.24
 Quantity Ordered: 1
 Final Sales Price: \$65,571.24

Purchase Order Must Reflect the Final Sales Price

To order equipment – purchase orders must be made out and returned to:

Kubota Tractor Corporation
 Attn: National Accounts
 1000 Kubota Drive
 Grapevine, TX 76051
 or email NA.Support@kubota.com
 or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

80.03



Prepared by: Ed Miller
09/23/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2021 F-150 4x2 Regular Cab Styleside 8' box 141" WB XL (F1C)

Price Level: 120 | Quote ID: lapo21f1cl

As Configured Vehicle

| Code | Description | MSRP |
|------------------------------|--|-------------|
| Base Vehicle | | |
| F1C | Base Vehicle Price (F1C) | \$29,240.00 |
| Packages | | |
| 100A | Equipment Group 100A Standard <i>Includes:</i> - Engine: 3.3L V6 PFDI - Includes auto start-stop technology and flex-fuel capability. - Transmission: Electronic 10-Speed Automatic - Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail. - 3.55 Axle Ratio - GVWR: 6,170 lbs Payload Package - Tires: 245/70R17 BSW A/S - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/4 Speakers - Includes auxiliary audio input jack. - SYNC 4 - Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual. | N/C |
| Powertrain | | |
| 99B | Engine: 3.3L V6 PFDI <i>Includes auto start-stop technology and flex-fuel capability.</i> | Included |
| 44G | Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.</i> | Included |
| X19 | 3.55 Axle Ratio | Included |
| STDGV | GVWR: 6,170 lbs Payload Package | Included |
| Wheels & Tires | | |
| STDTR | Tires: 245/70R17 BSW A/S | Included |
| 64C | Wheels: 17" Silver Steel | Included |
| Seats & Seat Trim | | |
| A | Vinyl 40/20/40 Front Seat | N/C |
| Other Options | | |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller
09/23/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2021 F-150 4x2 Regular Cab Styleside 8' box 141" WB XL (F1C)

Price Level: 120 | Quote ID: lapo21f1cl

As Configured Vehicle (cont'd)

| Code | Description | MSRP |
|-------|---|----------|
| 141WB | 141" Wheelbase | STD |
| PAINT | Monotone Paint Application | STD |
| STDRD | Radio: AM/FM Stereo w/4 Speakers <i>Includes auxiliary audio input jack. Includes: - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i> | Included |
| 53B | Class IV Trailer Hitch Receiver Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness with 7-pin-to-4-pin adapter and smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available.)</i> | \$205.00 |

Interior Colors

| | | |
|-------|-------|-----|
| AS_02 | Black | N/C |
|-------|-------|-----|

Primary Colors

| | | |
|-------|--------------|-----|
| YZ_01 | Oxford White | N/C |
|-------|--------------|-----|

Upfit Options

| | | |
|-----------|---|------------|
| AL BOX | INSTALL A WEATHERGUARD ALUMINUM TOOLBOX <i>ECCO 15" AMBER STROBE DRAW BAR W/ 2" ball</i> | \$1,475.00 |
| Buy Board | Buy Board Fee <i>CONTRACT 601-19</i> | \$0.00 |

| | |
|--------------------|--------------------|
| SUBTOTAL | \$30,920.00 |
| Destination Charge | \$1,695.00 |
| TOTAL | \$32,615.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller
09/23/2020

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2021 F-150 4x2 Regular Cab Styleside 8' box 141" WB XL (F1C)

Price Level: 120 | Quote ID: lapo21f1cl

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

| | |
|--------------------|-------------|
| Base Vehicle Price | \$29,240.00 |
| Options & Colors | \$205.00 |
| Upfitting | \$1,475.00 |
| Destination Charge | \$1,695.00 |

Subtotal \$32,615.00

Pre-Tax Adjustments

| Code | Description | |
|--------|-------------------------|-------------|
| 01 fit | DISCOUNT AND CONCESSION | -\$8,740.00 |

Total \$23,875.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



80.19



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
3715 S Sam Houston Pkwy E
Houston, TX 77047
713-943-7100
houstoncentral@brooksideusa.com

Quote Summary

Prepared For:

City Of Laporte Parks & Rec
Mike Caldwell
2963 N 23RD ST
LA PORTE, TX 77571
Business: 281-470-5126

Delivering Dealer:

Brookside Equipment Sales
Brant North
3715 S Sam Houston Pkwy E
Houston, TX 77047
Phone: 713-943-7100
Mobile: 713-943-7100
bnorth@brooksideusa.com

Buyboard Contract 611-20. Contract section C42

Quote ID: 22768324
Created On: 15 September 2020
Last Modified On: 15 September 2020
Expiration Date: 15 October 2020

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|---|----------------|---------------|-----|--------------------|
| JOHN DEERE GATOR™ TS (Model Year 2020) Contract: TX BuyBoard Grounds Mtn Equip, Irrigation 611-20 (PG 67 CG 70) Price Effective Date: May 4, 2020 | \$ 7,660.07 | \$ 6,434.45 X | 1 = | \$ 6,434.45 |
| Equipment Total | | | | \$ 6,434.45 |

* Includes Fees and Non-contract items

Quote Summary

| | |
|----------------------------|--------------------|
| Equipment Total | \$ 6,434.45 |
| Trade In | |
| SubTotal | \$ 6,434.45 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 6,434.45 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 6,434.45 |

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Brookside
Equipment Sales, Inc.

Selling Equipment

Quote Id: 22768324 Customer Name: CITY OF LAPORTE PARKS & REC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Brookside Equipment Sales
3715 S Sam Houston Pkwy E
Houston, TX 77047
713-943-7100
houstoncentral@brooksideusa.com

JOHN DEERE GATOR™ TS (Model Year 2020)

| | |
|---|-------------------------|
| Hours: | Suggested List * |
| Stock Number: | \$ 7,660.07 |
| Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation | Selling Price * |
| 611-20 (PG 67 CG 70) | \$ 6,434.45 |
| Price Effective Date: May 4, 2020 | |

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|--|---|-----|--------------------|-----------|--------------------|--------------------|-------------------------|
| 571PM | GATOR TS (Model Year 2020) | 1 | \$ 7,399.00 | 16.00 | \$ 1,183.84 | \$ 6,215.16 | \$ 6,215.16 |
| Standard Options - Per Unit | | | | | | | |
| 001A | US/Canada | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0501 | PR - Base | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1015 | Turf Tires | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2016 | Non Adjustable Seat | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3100 | Cargo Box Manual Lift | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4099 | Less Front Protection Package | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4199 | Less Rear Protection Package | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 6018 | Less Rear Receiver Hitch | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Standard Options Total | | | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| BM23458 | Front Bumper | 1 | \$ 220.41 | 16.00 | \$ 35.27 | \$ 185.14 | \$ 185.14 |
| BM23989 | Drawbar/ ball mount for 1.25 in. receiver hitch | 1 | \$ 40.66 | 16.00 | \$ 6.51 | \$ 34.15 | \$ 34.15 |
| Dealer Attachments Total | | | \$ 261.07 | | \$ 41.77 | \$ 219.29 | \$ 219.29 |
| Value Added Services Total | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Total Selling Price | | | \$ 7,660.07 | | \$ 1,225.61 | \$ 6,434.46 | \$ 6,434.45 |



80.28



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
3715 S Sam Houston Pkwy E
Houston, TX 77047
713-943-7100
houstoncentral@brooksideusa.com

Quote Summary

Prepared For:

City Of Laporte Parks & Rec
Scott Bradley
2963 N 23RD ST
LA PORTE, TX 77571

Delivering Dealer:

Brookside Equipment Sales
Brant North
3715 S Sam Houston Pkwy E
Houston, TX 77047
Phone: 713-943-7100
Mobile: 713-943-7100
bnorth@brooksideusa.com

**Buyboard Contract 611-20 Contract price section G20
1200A John Deere rake with ballfield package**

Quote ID: 21778281
Created On: 04 May 2020
Last Modified On: 10 September 2020
Expiration Date: 09 October 2020

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|--|----------------|----------------|-----|---------------------|
| JOHN DEERE 1200A Bunker and Field Rake Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 611-20 (PG 67 CG 70) Price Effective Date: May 4, 2020 | \$ 18,120.00 | \$ 13,952.40 X | 1 = | \$ 13,952.40 |
| Equipment Total | | | | \$ 13,952.40 |

* Includes Fees and Non-contract items

Quote Summary

| | |
|----------------------------|---------------------|
| Equipment Total | \$ 13,952.40 |
| Trade In | |
| SubTotal | \$ 13,952.40 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 13,952.40 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 13,952.40 |

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Brookside
Equipment Sales, Inc.

Selling Equipment

Quote Id: 21778281 Customer Name: CITY OF LAPORTE PARKS & REC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Brookside Equipment Sales
3715 S Sam Houston Pkwy E
Houston, TX 77047
713-943-7100
houstoncentral@brooksideusa.com

JOHN DEERE 1200A Bunker and Field Rake

| | |
|---|-------------------------|
| Hours: | Suggested List * |
| Stock Number: | \$ 18,120.00 |
| Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation | Selling Price * |
| 611-20 (PG 67 CG 70) | \$ 13,952.40 |
| Price Effective Date: May 4, 2020 | |

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|--|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 430AM | 1200A Bunker and Field Rake | 1 | \$ 16,249.00 | 23.00 | \$ 3,737.27 | \$ 12,511.73 | \$ 12,511.73 |
| Standard Options - Per Unit | | | | | | | |
| 001A | US/Canada | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0443 | OM Non CE English/Spanish | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1001 | Rear Frame | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2002 | Rear Mounted 60 In. Field Finisher | 1 | \$ -20.00 | 23.00 | \$ -4.60 | \$ -15.40 | \$ -15.40 |
| 3000 | (3) Knobby Hi-Flotation Tires and Wheels | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 9011 | Mid-Mount Base | 1 | \$ 557.00 | 23.00 | \$ 128.11 | \$ 428.89 | \$ 428.89 |
| 9013 | Narrow Scarifier (Interval) Tines | 1 | \$ 674.00 | 23.00 | \$ 155.02 | \$ 518.98 | \$ 518.98 |
| 9020 | 40 In. Front Blade | 1 | \$ 660.00 | 23.00 | \$ 151.80 | \$ 508.20 | \$ 508.20 |
| Standard Options Total | | | \$ 1,871.00 | | \$ 430.33 | \$ 1,440.67 | \$ 1,440.67 |
| Value Added Services Total | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Total Selling Price | | | \$ 18,120.00 | | \$ 4,167.60 | \$ 13,952.40 | \$ 13,952.40 |



Contract Numbers:
CE - #597-19
GM - #611-20

SVL75-2HFC WEB QUOTE #1789624

Date: 9/21/2020 3:24:11 PM

8034

- Customer Information -
Poplaski, Donnie
City of Laporte
poplaskid@laportetx.gov
281-470-5114

Quote Provided By
Wowco Equipment Co.
SHIRLEY SMITH
5430 Hwy. 146 N.
Baytown, TX 77523
email: SHIRLEY.SMITH@WOWCO.COM
phone: 2813833100

-- Standard Features --

-- Custom Options --



Kubota

S Series

SVL75-2HFC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Vertical Lift Path Loader Frame
Standard Front Quick Coupler,
Float Standard
Hydraulic Quick Coupler Option
Loader Boom Lock
Open ROPS & Air Conditioned
ROPS/FOPS Cab Models
High Back, Adjustable, Vinyl,
Suspension Seat
2" Retractable Seat Belt and 2-
Piece Seat Bar
12V Electric Outlet
17.4 gpm Auxiliary Hydraulics
standard, 29.3 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 4
Lower Track Rollers
Rubber Tracks, 12.6" Standard,
15" Optional
Two Speed Travel System
Automatic Wet Disk Parking
Brake
Kubota 4 Hydraulic Pump Load
Sensing System
2 Gear, 2 Variable
Displacement Pumps
Hydraulic Joystick Controls
ISO Operating Pattern
Hand And Foot Throttle
Controls
Electronic Travel Torque
Management
Automatic Glow Plugs
Key Switch Stop/Start System
Self Bleed Fuel System
2 Front and 2 Rear Working
Lights
Hour Meter, Engine
Temperature and Fuel
Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap
Bolt On Grab Handles to enter
machine

BASIC UNITS

SVL75-2, 12.6" Rubber Tracks,
A/C ROPS/FOPS Cab
Hydraulic Quick Coupler, High
Flow Hydraulics

ENGINE

V3307 Kubota CR-TE4, Tier 4
Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
74.3 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 82.0"
Width (without attachment) 65.9"
Width with wide track option
(without attachment) 68.3"
Length (without attachment) 109.0"
Length of Track on Ground 56.5"

OPERATIONAL

DIMENSIONS

Operating Weight*, SVL75H, 12.6"
Rubber Tracks, Open
ROPS/FOPS Cab, Mechanical
Quick Coupler 9,039 lbs.
Rated Operating Capacity (@ 35%
of Tipping Load) 2,300 lbs.
Rated Operating Capacity (ROC)
@ 35% of Tipping Load complies
with ISO 14397-1 and SAE J 818
for crawler loaders
Rated Operating Capacity (ROC)
@ 50% of Tipping Load 3,285 lbs.
Tipping Load 6,570 lbs.
Auxiliary Hydraulics Flow 17.4
gpm
Travel Speed (Low / High) 4.7 / 7.1
mph
Reach @ Maximum Height 41.7"
Height to Hinge Pin 119.1"
Ground Pressure 5.6 psi.
Traction Force 9,678 lbf.

* Includes operator's weight, 175
lbs.

SVL75-2HFC Base Price: \$65,953.00

(1) 74" HEAVY DUTY LOW PROFILE STANDARD
FLOOR BUCKET (15.4 CU-FT) W/CUTTING EDGE \$1,649.00
AP-HD74LC-74" HEAVY DUTY LOW PROFILE STANDARD
FLOOR BUCKET (15.4 CU-FT) W/CUTTING EDGE

Configured Price: \$67,602.00

BUY BOARD Discount: (\$16,224.48)

SUBTOTAL: \$51,377.52

Dealer Assembly: \$0.00

Freight Cost: \$665.00

PDI: \$250.00

Total Unit Price: \$52,292.52

Quantity Ordered: 1

Final Sales Price: \$52,292.52

**Purchase Order Must Reflect
the Final Sales Price**

To order equipment - purchase orders must be made out and
returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



Contract Numbers:
CE - #597-19
GM - #611-20

B2301HSD-1 WEB QUOTE #1789631

Date: 9/21/2020 3:30:29 PM

-- Customer Information --
Poplaski, Donnie
City of Laporte
poplaskid@laportetx.gov
281-470-5114

30-99

Quote Provided By
Wowco Equipment Co.
SHIRLEY SMITH
5430 Hwy. 146 N.
Baytown, TX 77523
email: SHIRLEY.SMITH@WOWCO.COM
phone: 2813833100

-- Standard Features --

-- Custom Options --



Kubota

B Series

B2301HSD-1

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # D1005
Kubota Indirect Injection
3 Cyl. 61.1 cu. In.
+ 20.9 Gross Eng. HP
+ 17.5 PTO HP
EPA Tier 4 Compliant
Charging Output 14.5 Amps
12V - 430CCA
Dual Air Cleaner Element

TRANSMISSION

Hydrostatic Drive
Rear Differential Lock
3 Forward Ranges
3 Reverse Ranges
Cruise Control
Wet Disc Brakes

EXHAUST EMISSION CONTROL TYPES

No Exhaust After Treatment Required

FRONT AXLE

Hydrostatic Power Steering
Cast Iron
Bevel Gear, 4WD
Tread Spacing, Nonadjustable

HYDRAULICS

Open Center
Tandem Pumps Gear Type
3.6 gpm Power Steering
4.7 gpm Remote/3 Pt. Hitch
8.3 gpm Total Hyd. Flow

FLUID CAPACITY

Fuel Tank 6.1 gal.
Cooling System 4.0 qts.
Crankcase 3.3 qts.
Transmission and Hydraulics 4.0 gal.
Front Axle Differential 3.7 qts.

3-POINT HITCH & DRAWBAR

Cat I 3-point Hitch
At lift Point 1808 lbs.
24" Behind 1411 lbs.
Position Control 3-Point Valve

INSTRUMENTS

Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

POWER TAKE OFF

Live Independent with hydraulic clutch
Rear PTO - 1 Speed
SAE Std 1 3/8" Six Spline
540 rpm @ 2773 Eng. rpm
Mid PTO - 1 Speed
2500 rpm @ 2753 Eng. rpm

SAFETY EQUIPMENT

2-Post Foldable ROPS w / Retractable Seat Belt
Flip-Up PTO Shield
Safety Start Switches
Electric Key Shut Off
Parking Brakes
SMV Sign

SELECTED TIRES

ABR8727 & ABR8779
FRONT - 23x8.50-12 R3 Kenda Super Turf K500 FenWhl
REAR - 33x12.5-15 HF-1 Goodyear SofTrac

B2301HSD-1 Base Price: \$14,984.00

(1) FRONT LOADER (SMFT-TACH, ONE LEVER HYDRO COUPLER) \$3,031.00
LA435-FRONT LOADER (SMFT-TACH, ONE LEVER HYDRO COUPLER)

(1) 60" LIGHT MATERIAL PIN-ON BUCKET \$579.00
B1676-60" LIGHT MATERIAL PIN-ON BUCKET

Configured Price: \$18,594.00

BUY BOARD Discount: (\$4,090.68)

SUBTOTAL: \$14,503.32

Dealer Assembly: \$283.33

Freight Cost: \$510.00

PDI: \$250.00

Total Unit Price: \$15,546.65

Quantity Ordered: 1

Final Sales Price: \$15,546.65

Purchase Order Must Reflect the Final Sales Price

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.

ISS: 10/20/20

| | |
|--|-------------------|
| Subtotal D VERSALIFT FOB LA PORTE | \$457 |
| E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D) | \$99,369 |
| Quantity Ordered | 1 |
| Subtotal E | \$99,369 |
| F Non-Equipment Charges (Trade-In, Warranty, Etc...) | |
| BUY BOARD FEE | \$400 |
| G. Color of Vehicle: WHITE | |
| H. Total Purchase Price (E+F) | \$99,769 |
| Estimated Delivery Date: | 240-280 DAYS APPX |



Contract Numbers:
 CE - #597-19
 GM - #611-20

ZD1211-3-60 WEB QUOTE #1791659
 Date: 9/23/2020 3:37:08 PM
 - Customer Information -
 Poplaski, Donnie
 City of Laporte
 poplaskid@laportetx.gov
 281-470-5114

49.14
 80.04 / 80.08

Quote Provided By
 Wowco Equipment Co.
 SHIRLEY SMITH
 5430 Hwy. 146 N.
 Baytown, TX 77523
 email: SHIRLEY.SMITH@WOWCO.COM
 phone: 2813833100

- Standard Features -

-- Custom Options --



ZD1200 Series ZD1211-3-60
 *** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE
 3 Cylinder, Kubota Model #
 D1105
 24.8 Gross HP @ 3000 rpm
 68.5 cu. in. Displacement
 12v 430 Amp Hr. Battery
 14 Amps Charging Output

TRANSMISSION
 Hydrostatic Drive
 (2) HST w/Gear Reduction
 Brake - Wet Multi Disks
 Forward Speeds 0 - 10.6 mph
 Reverse Speeds 0 - 5.3 mph

STEERING / MOTION CONTROL
 (2) Hand Levers, Adjustable
 Hydraulically Damped,
 Adjustable

POWER TAKE OFF
 Hydraulic Independent PTO
 Shaft Drive Mower Deck
 Wet Disk Clutch

FLUID CAPACITY
 Fuel Tank 13.1 gal
 Engine Coolant w/ Recovery
 tank 3.96 qts
 Crankcase w/ Filter 4.1 qts
 Transmission Case and Axle
 Gear 12.8 qts

+ Manufacturer Estimate
TIRES AND WHEELS
 Front 15 x 6.0 - 6 Flat-free
 Rear 26 x 12.0 - 16 Turf, Low Profile

SAFETY EQUIPMENT
 Electric Key Shut Off
 Control Lever Safety Switch
 Parking Brake Safety Switch
 Foldable ROPS
 Seat Safety Switch

DIMENSIONS
 Height 78.7"
 Length 89.0"
 Width Overall 73.8"
 Wheelbase 56.7"

OPERATING FEATURES
 Zero Turn Radius
 Adj. Front Axle: Rigid/Oscillating
 Dual Element Air Filter
 Deluxe Suspension Seat w/
 Kubota Exclusive Seat Design
 Hands-free Hydraulic Deck Lift
 Hands-free Parking Brake
 Cup Holder

SIDE DISCHARGE MOWER
 60" and 72" Kubota PRO Deck
 w/ACS
 8 Gauge, 6" Deep Deck
 1-5" Cut Height, Adjustable
 1/4" Increments
 Flexible Discharge Cover
 3 Blades

ZD1211-3-60 Base Price: \$16,299.00
Configured Price: \$16,299.00
 BUY BOARD Discount: (\$3,585.78)
SUBTOTAL: \$12,713.22
 Dealer Assembly: \$0.00
 Freight Cost: \$210.00
 PDI: \$250.00

Total Unit Price: \$13,173.22
 Quantity Ordered: 3
 Final Sales Price: \$39,519.66

**Purchase Order Must Reflect
 the Final Sales Price**

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation
 Attn: National Accounts
 1000 Kubota Drive
 Grapevine, TX 76051
 or email NA.Support@kubota.com
 or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



REQUEST FOR CITY COUNCIL AGENDA ITEM

| |
|--|
| Agenda Date Requested: <u>October 12, 2020</u> |
| Requested By: <u>Grady Parker, Manager</u> |
| Department: <u>IT</u> |
| <input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance |

| Appropriation | |
|-------------------|---|
| Source of Funds: | <u>001 – General Fund</u> |
| Account Number: | <u>001-6066-519.5007</u> |
| Amount Budgeted: | <u>\$60,000</u> |
| Amount Requested: | <u>\$57,600</u> |
| Budgeted Item: | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Exhibits: [SHI – Quote.pdf](#)

SUMMARY & RECOMMENDATION

As technology evolves and industry starts requiring all agencies to migrate to the cloud. The City of La Porte Information Technology (IT) division staff needs to add more security tools in order to maintain the integrity and security of all transient data submitted by our customers. As more and more local municipalities grow their technology foot print, bad actors have started adjusting how they attack end-points. Their emails are getting more realistic after each attempt. Moreover, they have even started to mask the incoming email address to mimic a real City email that was shared on our public websites. The IT division is constantly reminding and training our end-users what to look out for but it only takes one click of the mouse to allow a bad actor into our system and it is imperative that our IT division systems be prepared.

After a six-month demonstration process, the IT division is requesting City Council enter into a 4-year agreement with Software House International (SHI) using the Darktrace security appliance at a cost of \$57,600 per year (total 4-year amount \$230,400) under the BuyBoard contract #579-19. If budget appropriations in future years are not made to fund Darktrace, the agreement with SHI provides the right of the City to terminate the license conveyed each anniversary of the commencement date. However, the City will need to provide as much notice as possible and at least ten (10) days' written notice of termination of the agreement.

The Darktrace appliance is a device that we will physically install into our network at the La Porte Police Department datacenter. The Darktrace appliance is designed to monitor and alert as well as take action on any and all anomalous traffic that is seen moving across our network. For instance, if a bad actor gained access to our network

and started moving files from a computer located at the Parks & Recreation Department to an unknown workstation out of our network, the Darktrace Augmented Intelligence (AI) will flag this event as an anomaly. The IT division would be alerted as this is a high priority and be able to respond quickly. The Darktrace Augmented Intelligence (AI) would then start to block the files from being moved until the IT staff can take action. By having this system in place in the event of a breach we gain the ability to closely monitor our network, take immediate action against a bad actor, as well as capture crucial information that can then be reported to authorities.

Staff recommends City Council approving payment #1 of \$57,600 to Software House International for the purchase of the Darktrace security appliance for a 4-year term.

ACTION REQUIRED BY CITY COUNCIL

Approve payment to SHI (Software House International) under BuyBoard contract 579-19 for the purchase of the Darktrace security appliance for a 4-year term.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



Pricing Proposal
 Quotation #: 19389808
 Created On: 9/9/2020
 Valid Until: 10/23/2020

CITY OF LA PORTE

Grady Parker
 604 WEST FAIRMONT PARKWAY
 ATTN: A/P
 LA PORTE, TX 77571
 United States
 Phone: 2814715033
 Fax:
 Email: ParkerG@laportetx.gov

Inside Account Manager

Richard Lettiere
 Questions, quote requests, and
 PO's please send to
 Texas@shi.com

3828 Pecana Trail
 Austin, TX 78749
 Phone: 800-870-6079
 Fax: 512-732-0232
 Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|---|-----|--------------|---------------------|
| 1 Enterprise Immune System Darktrace - Part#: DCIP-EIS Contract Name: BuyBoard - Technology Contract #: 579-19 Note: Contract is for 4 years (48 months). Annual Payments of \$57,600 due on Oct. 15th from 2020-2024. | 4 | \$57,600.00 | \$230,400.00 |
| 2 Medium Appliance Darktrace - Part#: DCIP-M Contract Name: BuyBoard - Technology Contract #: 579-19 | 1 | \$0.00 | \$0.00 |
| 3 V-Sensor Darktrace - Part#: V-Sensor Contract Name: BuyBoard - Technology Contract #: 579-19 | 1 | \$0.00 | \$0.00 |
| 4 O-Sensor Darktrace - Part#: O-Sensor Contract Name: BuyBoard - Technology Contract #: 579-19 | 30 | \$0.00 | \$0.00 |
| 5 Antigena Network Software Darktrace - Part#: DCIP-ANTI Contract Name: BuyBoard - Technology Contract #: 579-19 | 1 | \$0.00 | \$0.00 |
| 6 Threat Visualizer, Virtual Instructor - Public Darktrace - Part#: DCIP-TV-PT Contract Name: BuyBoard - Technology Contract #: 579-19 | 1 | \$0.00 | \$0.00 |
| | | Total | \$230,400.00 |

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address, Quote Number, and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Appliance(s) are for use with respect to the End User's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (<https://darktrace.com/resources/contract-data-sheets.zip>). : The Software is limited to one thousand six hundred (1,600) Devices in use on the End User's network (the "Device Limit"). For the purposes of this calculation a "Device" is a unique Internet Protocol address (IP address), tied to a piece of equipment, apparatus, or instrument, virtual or physical; that is monitored, modelled and visible in the Threat Visualizer within a given seven (7) day time frame. Should the Device Limit be exceeded, additional Fees shall be payable.

End User's use of the Offering shall be subject to the Darktrace Master Customer Agreement included in the Appliance, which can also be found at: <https://www.darktrace.com/resources/legal-online-terms.pdf> ("Agreement").

City of La Porte shall have the right to terminate the licenses conveyed by this Product Order Form upon each anniversary of the Commencement Date, in each case solely in the event End User fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of such licenses. In such circumstance, City of La Porte will provide as much notice as possible and in any case at least ten (10) days' written notice sent to fingroup@darktrace.com and to Partner prior to such anniversary of the Commencement Date, and in such notice City of La Porte shall certify and warrant in writing that sufficient funds have not been appropriated to, or authorized by, End User to continue the Offering and Agreement. If City of La Porte does not provide the foregoing notice, (a) this Product Order Form will continue for the remainder of the Term, and (b) SHI shall be entitled to invoice City of La Porte in accordance with the terms of this Product Order Form.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



REQUEST FOR CITY COUNCIL AGENDA ITEM

| |
|--|
| Agenda Date Requested: <u>October 12, 2020</u> |
| Requested By: <u>Grady Parker, Manager</u> |
| Department: <u>IT</u> |
| <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance |

| Appropriation | |
|-------------------|---|
| Source of Funds: | <u>015 – General CIP</u> |
| Account Number: | <u>015-6060-510.1100</u> |
| Amount Budgeted: | <u>\$60,000</u> |
| Amount Requested: | <u>\$53,710</u> |
| Budgeted Item: | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Exhibits: Council Chambers Upgrade (Ford AV) – Quote

SUMMARY & RECOMMENDATION

In FY 2019-20 the Information Technology (IT) division presented to City Council a CIP project proposal to replace the old and outdated AV (Audio Visual) system in the City Hall Council Chambers. The upgrade will replace all the old analog components to the new digital style. Also, the project will relocate the mixing control panel from under the dais to a secured networking closet behind the Council Chambers. The project was approved and was funded over a two (2) year period. The initial plan for this project is to have Ford start and complete the project between November 10, 2020 and December 12, 2020. The period will give the contractor a four (4) week window as to not disrupt any City Council meetings.

During the FY 2020-21 budget retreat City Council approved the additional module that will give the new AV system the ability to stream live meetings to the City of La Porte's website. The funds to cover the additional module will come out of the IT divisions General Fund budget. Staff plans to live stream all public meetings held in the Council Chambers using the new system starting January 1, 2021.

Staff recommends City Council approving the payment of \$53,710 to Ford Audio Video for the purchase of the new Audio Video system for the City Hall Council chambers under the BuyBoard contract #563-18. Additionally, staff recommends not utilizing the Option one – Lobby display (\$6,347), option 2 – Zoom meeting participation (\$6,459), preventative maintenance (\$1,547) and alternative leasing item (\$1,680) add-on items included in the contract.

ACTION REQUIRED BY CITY COUNCIL

Approve payment to Ford Audio Video under BuyBoard contract #563-18 for the upgrade of the City Hall City Council Chamber's audio visual equipment.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

July 15, 2020

Mr. Grady Parker
City of La Porte
604 West Fairmont Parkway
La Porte, TX 77571

RE: Council Chambers AV Upgrade

Dear Mr. Parker:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work and Responsibilities
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction and Installation
- I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford and utilizes Ford Audio-Video Systems, LLC's **BuyBoard Contract #563-18**. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford. Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Douglas Hill
Senior Account Manager

FORD AUDIO-VIDEO SYSTEMS, LLC



Christopher Ford, E.E.
Division Manager

Voice: 713-690-0555
Email: hilld@fordav.com
Website: www.fordav.com

Proposal
For
City of La Porte, La Porte, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following systems for the City of La Porte, Texas (Customer) in their remodel project:

1. COUNCIL CHAMBERS

a. EQUIPMENT RACK

- 1) One (1) 21-space floor standing equipment rack power distribution shall be provided and installed in the AV closet to house the AV equipment.
 - a) The Customer is responsible for providing electrical power and a live network drop to the rack location.

b. AUDIO SYSTEM

- 1) The existing owner furnished equipment (OFE) in-ceiling speakers, QSC amplifier, and council member microphones shall remain and be reused.
- 2) One (1) 6.5", 2-way in-ceiling loudspeaker shall be provided and installed in the lobby outside the Council Chambers door. The speaker shall receive its signal by extending the in-chambers line to the lobby.
- 3) One (1) 8-input by 8-output with 8 flex channels digital signal processor (DSP) shall be provided and installed in the equipment rack for audio signal routing, equalization, feedback suppression, echo cancellation, and compression as needed.
- 4) One (1) audio recorder shall be provided and installed at the city secretary location to record Council Chambers audio. The recorder can record audio local, and copy files to a location on the OFE LAN.

c. VIDEO SYSTEM

- 1) Three (3) pole mounted ceiling displays shall be removed and handed to the Customer.
- 2) Four (4) 75", 4K displays shall be provided and installed in the Council Chamber. Two (2) shall be ceiling installed, back-to-back, in front of each of the two seating sections, allowing two (2) displays for the audience, and two (2) for the dais.
- 3) Two (2) digital media receivers shall be provided and installed, one (1) at each pair of displays.
- 4) Two (2) 1-in by 2-out HDMI distribution amplifiers (DA) shall be provided and installed, one (1) at each pair of displays to provide Customer created content to the displays. All displays shall have the same content.
- 5) One (1) 1-in by 4-out DA with HDMI input and digital media output shall be provided and installed in the AV rack to distribute the Customer provided video in the room.
- 6) One (1) digital media receiver/scaler with HDMI output shall be provided and installed in the equipment rack to provide the HDMI signal to the DA.
- 7) One (1) 2-input auto-switching HDMI transmitter shall be provided and installed in the OFE lectern to provide video extension from one (1) OFE lectern computer, one (1) OFE laptop or other HDMI device located at the lectern.
- 8) Two (2) 1-in by 8-out HDMI DAs shall be provided and installed at the dais to provide a video signal of presentation content to each OFE display.
- 9) One (1) digital media receiver shall be provided and installed at the dais to provide the video signal to the DAs for the dais displays.
- 10) One (1) 4-channel streaming encoder and recorder shall be provided and installed in the equipment rack to allow multi-window streaming to the OFE website. Ford shall provide and encoded stream for the OFE network. Up to four (4) channels can be encoded on a single display. One (1) 512gb storage SSD drive shall be provided and installed in the encoder/recorder.
 - a) It is the Customer's responsibility to manage the OFE website and update the design to embed the streaming signal. Ford recommends the Customer utilize a third party CDN.
- 11) Three (3) compact HD cameras shall be provided and installed in the Council Chambers to provide chamber coverage for the video streamer. The cameras shall be installed in a fixed position, with two (2) attached to the installed displays to cover the dais, and one (1) at the dais wall to cover the lectern presentation area.

d. CONTROL SYSTEM

- 1) One (1) control system processor with switcher shall be provided and installed in the equipment rack to route the AV sources and to provide control of the AV components.
- 2) One (1) 7” wired touch panel shall be provided, installed on the OFE dais in the City Secretary location, and programmed to control the following:
 - a) Flat panel displays – power on/off
 - b) System Volume – up/down/mute
 - c) Streamer/Recorder – stream start/stop, record start/stop
 - d) Audio Recorder – record start/stop

2. OPTION ONE - LOBBY DISPLAY

a. VIDEO SYSTEM

- 1) Ford shall provide and install one (1) 65” 4K flat panel display on the lobby wall, in a location to be determined by the Customer in conjunction with Ford, to present digital signage and Council Chamber content.
 - a) It is the Customer’s responsibility to provide power and a data drop at the display location.
- 2) One (1) signage media player shall be provided, installed behind the display, and connected to the OFE LAN to provide signage content to the display. One (1) license for signage management software shall be provided to the Customer to install on an OFE computer that shall have access to the media player.
 - a) Ford shall provide software management training for the signage software. Creative and stylistic training is the responsibility of the Customer.
- 3) One (1) digital media receiver shall be provided and installed behind the lobby display to provide the lobby display the video sent to the dais displays.

b. CONTROL SYSTEM

- 1) Ford shall program the touch-panel to include the following:
 - a) Lobby Display – source select

3. OPTION TWO – ZOOM MEETING PARTICIPATION

a. VIDEO DISPLAY

- 1) One (1) 55" display shall be provided and installed on one (1) height adjustable mobile cart for use in the Council Chambers to allow remote council member participation as desired.
- 2) One (1) digital media receiver shall be provided and installed on the back of the display to provide an image to the display.
- 3) One (1) media to USB converter shall be provided and install in the equipment rack to convert the council meeting streaming media content to the USB for video conference connection. The USB port shall be connected to an OFE computer with web-conferencing software to allow remote conferencing.
- 4) One (1) digital media receiver shall be provided and installed in the rack to extend the OFE PC output to the web-conference media to the on-cart display.

4. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.
- b. The Customer shall clear the rooms involved in the installation of all activities during the periods of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.
- c. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free, and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.
- d. Electrical Power

In the event that electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide complete and adequate electrical power and conduit, unless otherwise noted.

- e. Providing and preparing adequate space for the location of equipment, speakers, speaker clusters, subwoofer cabinets, distributed under and over balcony speaker systems, stage monitor systems, equipment racks, control, and mixing consoles, video monitors, video projectors, projection screens, and equipment racks included in the system. In the event floors are sloped or not level, the Customer is responsible for making the floor level under consoles and equipment racks. In the event a projection screen is recessed in a finished ceiling, the Customer is responsible for refinishing the ceiling.
- f. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by

sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.

- g. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.
 - h. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.
 - i. Ford is not licensed for and does not perform any electrical, carpentry, painting, masonry, or carpet laying work.
5. FORD SHALL BE RESPONSIBLE FOR:
- a. Providing line drawings for systems and equipment manuals electronically at no cost
 - b. Fabrication and installation of audio and video systems
 - c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio, video, and control systems
 - d. Installation of low voltage audio and video wiring for systems
 - e. Electronic testing of audio systems
 - f. Tuning of audio processors
 - g. Testing and alignment of video systems
 - h. Training
 - i. Warranty service
 - j. Providing as-built drawings with wire numbers and labels
6. PREVENTATIVE MAINTENANCE
- a. Ford shall perform one (1) pre-scheduled service call, prior to the end of the warranty period, for the purpose of conducting routine preventative maintenance (PM) to check the general operation of equipment. This PM service call shall be scheduled in advance with the Customer, between 8:00 am and 5:00 pm Monday through Friday, excluding holidays, and does not include expendable materials used (e.g., light bulbs, lamps, light fixture

lamps, fuses, batteries, portable connection cables, etc.) or system programming. This service is renewable up to three (3) years.

- b. The Customer will provide a contact person that is authorized to answer questions and obligate the Customer if additional services are requested. The contact will be personally available to meet with the Ford technician and have knowledge of the equipment and systems to be inspected. The contact person will provide access to all areas and equipment rooms requiring inspection.

C. INSTALLATION SCHEDULE

1. Ford estimates that the actual on-site installation, test out and commissioning of this project will take two (2) weeks. In addition to the installation, Ford shall prepare system drawings, purchase the equipment, assemble the equipment in our shop, program control software as required and do in-shop testing. This work will take approximately six (6) to eight (8) weeks prior to the beginning of actual installation at your facility. The total time required to complete the project shall be approximately nine (9) weeks from agreement execution. The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet.
2. For Ford to meet the above completion schedule, it is important that the Customer ensures the job site is available for Ford personnel, and there are no interruptions in the availability of the job site and the ability of Ford to do the work. Ford schedules its work force weeks in advance in order to meet the installation completion dates of all of its customers. As a consequence, it is vital that the Customer notify Ford's Project Manager in the event that the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. EQUIPMENT LIST

IN CONTRACT EQUIPMENT (BUYBOARD CONTRACT #563-18)

| Quantity | Description | Price | Extension |
|----------|---|----------|-----------|
| 1.00 | CRES.DMTX4KZ202 TRAN, 4K60 4:4:4 HDR TRANSMIT | 900.00 | 900.00 |
| 1.00 | CRES.DMRMC4KZSC RECE,DM 4K RECEIVER & SCALER | 1,080.00 | 1,080.00 |
| 1.00 | CRES.DM-DA4-4KC TRAN,DM 8G/HDBT 4X SPLITTER | 1,620.00 | 1,620.00 |
| 1.00 | CRES.TSW760BS DISP.TOU.7" TOUCHSCREEN | 840.00 | 840.00 |
| 1.00 | CRES.TSW760TTKB ACCE, TABLETOP KIT, TSW-760, BLK | 120.00 | 120.00 |
| 3.00 | MARS.CV346 CAME, HD CAM, CS/C LENS MT | 431.00 | 1,293.00 |
| 3.00 | MARS.VS-M2812-2 LENS, 3MP CS MOUNT 2.8-12MM | 90.00 | 270.00 |
| 3.00 | C2G.50636 CABL, 50' HDMI CABLE | 51.00 | 153.00 |
| 1.00 | EXTR.70-1085-01 RACK, UNDER TABLE MNT, 1RU | 48.00 | 48.00 |
| 1.00 | QSC.CORE110F DSP, 8IN 8OUT 8FLEX AEC | 2,338.00 | 2,338.00 |
| 1.00 | QSC.SLQUD110P UCI DEPLOYMENT LICENSE | 117.00 | 117.00 |
| 1.00 | CRES.CP3N AV, 3-SERIES CONTROL SYSTEM | 1,560.00 | 1,560.00 |
| 1.00 | QSC.AD-C6T-LP SPEA, 6.5" LOW PROFILE CEILING | 158.00 | 158.00 |
| 2.00 | CRES.DMRMC4KZ10 RECE, DM, 4K60 ROOM CONTROL | 540.00 | 1,080.00 |
| 1.00 | CRES.DMRMC4K10T RECE, 8G+, RECEIVER, BLK, TEXTURE | 420.00 | 420.00 |
| 2.00 | CRES.HDDA84KZE AMP.DA, 1X8 4K, HDMI DA | 600.00 | 1,200.00 |
| 14.00 | C2G.50632 CABL, 20', HDMI, HIGH SPEED, ETHER | 29.00 | 406.00 |
| 2.00 | CRES.HDDA24KZE 1:2 HDMI DISTRIBUTION AMPLIFIER | 240.00 | 480.00 |
| 4.00 | SAMS.BE75T-H DISP.TV, 75" PROSUMER 4K 16/7 T | 1,106.00 | 4,424.00 |

| | | | |
|-----------|--|--------|-----------|
| 2.00 | CHIE.LCB1U MOUN,DUAL CEILING MOUNT,LG,B2B | 443.00 | 886.00 |
| 2.00 | CHIE.CMA110 ACCE,PLATE,CEILING | 44.00 | 88.00 |
| 1.00 | CRES.ST-RMK MOUNT,KIT,RACK,SMARTOUCH | 90.00 | 90.00 |
| 1.00 | MIDD.ERK-2125 RACK,21 SPACE (36 3/4"),25" DE | 513.00 | 513.00 |
| 1.00 | MIDD.LVFD-21 RACK,VENTED FRONT DOOR,21 SPAC | 256.00 | 256.00 |
| 1.00 | MIDD.CBSERK25 RACK,SKIRTED WHEELBASE,FITS 25 | 160.00 | 160.00 |
| 1.00 | MIDD.EB1FAVLOGO PANE,1 SP,W/FAV LOGO | 16.00 | 16.00 |
| 1.00 | MIDD.PD-915R-SP 9 OUTS,15A SERIES SURGE | 425.00 | 425.00 |
| 7.00 | MIDD.VTF1 PANE,1 SPACE (1 3/4") VENT PAN | 11.00 | 77.00 |
| 1.00 | MIDD.BR1 PANE,1 SP 1 3/4" BRUSH GR PANE | 43.00 | 43.00 |
| 1.00 | MIDD.UFA-8-F2 2SP SLF,8" D W/ 2U FA,BPC | 43.00 | 43.00 |
| 1.00 | MIDD.U2V RACK,2 SPACE VENTED RACKSHELF | 49.00 | 49.00 |
| 2.00 | CHIE.CMS0305 MOUN,ADJ. PIPE 36" TO 60" | 107.00 | 214.00 |
| 4.00 | CHIE.CSMP9X12 PROX,MOUNT PLATE,9X12 | 38.00 | 152.00 |
| 1.00 | SAMS.860 PRO SSD 512GB | 161.00 | 161.00 |
| | | | ===== |
| Sub Total | | | 21,680.00 |

NON-CONTRACT EQUIPMENT

| Quantity | Description | Price | Extension |
|-----------|--|----------|-----------|
| 3.00 | SPECO CSTTBAR CAMERA MOUNT | 10.00 | 30.00 |
| 1.00 | DATA.NVS-40 VIDE,4CH STRMNG ENCODER/RECORD | 1,619.00 | 1,619.00 |
| 1.00 | DENO.DN-700R REC,NETWRKABLE,SD/USB RECORD | 539.00 | 539.00 |
| 1.00 | CISC.SG35010MPK DATA,10-PORT GIGABIT POE MANAG | 542.00 | 542.00 |
| 1,000.00 | WEST.291BK 1P 22G STRD SHLD PVC BLACK | .11 | 110.00 |
| 1,000.00 | WEST.4246AF WIRE,CAT6A SHLD 23AWG 4PR F/UT | .64 | 640.00 |
| 1.00 | CRIMPS, TIES & LABELS | 177.00 | 177.00 |
| 1.00 | SABLES & CONNECTORS | 354.00 | 354.00 |
| 1.00 | MOUNTING HARDWARE | 442.00 | 442.00 |
| 1.00 | RACKING HARDWARE | 318.00 | 318.00 |
| 1.00 | SCREEN STRUCTURE | 477.00 | 477.00 |
| | | | ===== |
| Sub Total | | | 5,248.00 |

INTEGRATION SERVICES (BUYBOARD CONTRACT #563-18)

| Quantity | Description | Price | Extension |
|---------------|--|-------|-----------|
| | DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY | | 26,782.00 |
| | | | ===== |
| Sub Total | | | 26,782.00 |
| | | | ===== |
| Merchandise: | | | 26,928.00 |
| Integration: | | | 26,782.00 |
| Other: | | | .00 |
| Freight: | | | .00 |
| Sales Tax: | | | .00 |
| | | | ===== |
| Total Amount: | | | 53,710.00 |

**OPTION ONE – LOBBY DISPLAY
 IN CONTRACT EQUIPMENT (BUYBOARD CONTRACT #563-18)**

| Quantity | Description | Price | Extension |
|-----------|---|--------|-----------|
| 1.00 | CRES.DMRMC4KZ10 RECE,DM,4K60 ROOM CONTROL | 540.00 | 540.00 |
| 1.00 | SAMS.BE65T-H 65", BET SERIES COMMERCIAL | 578.00 | 578.00 |
| 1.00 | CHIE.LTM1U MOUN, LG HEIGHT ADJ, TILT MOUN | 205.00 | 205.00 |
| Sub Total | | | 1,323.00 |

NON-CONTRACT EQUIPMENT

| Quantity | Description | Price | Extension |
|-----------|---|--------|-----------|
| 1.00 | BRIG.SDHC-32C10 32GB CLASS 10 MICRO SD MEMORY | 35.00 | 35.00 |
| 1.00 | BRIG.XT1144 DIGITAL SIGNAGE,PLAYER 4K DUAL | 618.00 | 618.00 |
| 1.00 | HARDWARE | 125.00 | 125.00 |
| Sub Total | | | 778.00 |

INTEGRATION SERVICES (BUYBOARD CONTRACT #563-18)

| Quantity | Description | Price | Extension |
|---------------|--|----------|-----------|
| | DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY | 4,246.00 | 4,246.00 |
| Sub Total | | | 4,246.00 |
| Merchandise: | | | 2,101.00 |
| Integration: | | | 4,246.00 |
| Other: | | | .00 |
| Freight: | | | .00 |
| Sales Tax: | | | .00 |
| Total Amount: | | | 6,347.00 |

OPTION TWO – ZOOM MEETING PARTICIPATION

IN CONTRACT EQUIPMENT (BUYBOARD CONTRACT #563-18)

| Quantity | Description | Price | Extension |
|-----------|--|--------|-----------|
| 2.00 | CRES.DMTX4KZ1GB TRAN,HDMI,4KZ,DM,8G+,1GANG,BLK | 600.00 | 1,200.00 |
| 1.00 | SAMS.BE55T-H DISP.TV,55",4K,16/7,250 NIT | 414.00 | 414.00 |
| 1.00 | CHIE.MPAUB CART,AV,MEDIUM FUSION,37"-55" | 738.00 | 738.00 |
| Sub Total | | | 2,352.00 |

NON-CONTRACT EQUIPMENT

| Quantity | Description | Price | Extension |
|-----------|--|--------|-----------|
| 1.00 | HARDWARE | 165.00 | 165.00 |
| 1.00 | MAGE.32060 COMP,USB CAPTURE HDMI GEN 2 | 300.00 | 300.00 |
| Sub Total | | | 465.00 |

INTEGRATION SERVICES (BUYBOARD CONTRACT #563-18)

| Quantity | Description | Price | Extension |
|---------------|--|----------|-----------|
| | DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY | 3,642.00 | 3,642.00 |
| Sub Total | | | 3,642.00 |
| Merchandise: | | | 2,817.00 |
| Integration: | | | 3,642.00 |
| Other: | | | .00 |
| Freight: | | | .00 |
| Sales Tax: | | | .00 |
| Total Amount: | | | 6,459.00 |

E. COST SUMMARY AND TERMS

| | |
|-----------------------------|--|
| PROPOSED TOTAL: | \$53,710.00 |
| OPTION ONE LOBBY DISPLAY: | \$6,347.00 |
| OPTION TWO ZOOM: | \$6,459.00 |
| PREVENTATIVE MAINTENANCE: | \$1,547.00 |
| ALTERNATIVE LEASING OPTION: | \$1,680.00 (estimated monthly payment) |

TAXES: No taxes have been included in the project 'Total Amount,' unless specifically showing on the 'Sales Tax' line. All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer will be responsible for reimbursing Ford for the cost.

TERMS: The Customer shall issue a purchase order in accordance with the terms and conditions of the **BuyBoard Contract #563-18**.

100% due upon completion.

All invoices are due Net 30.

ALTERNATIVE LEASING OPTION:

As an alternate to the payment terms identified above, Ford offers a leasing option for the equipment and work defined in this proposal. This proposal provides an approximate monthly payment for hardware, software, and services based upon the contract type and duration of the projected payments in months. Additional monthly durations are available upon request. The pricing in this proposal is valid for thirty (30) days from the date on this proposal.

The payment for a 36-month lease, based on the 'Total Amount' shown above is approximately, \$1,680.00, subject to credit approval and terms of the lease agreement. This amount is subject to change based on the final lease agreement conditions, the stipulations of the leasing company, and any contract change orders. The estimated monthly lease payment does not include any optional pricing outlined in this proposal. The actual lease payment and duration of the lease will be confirmed upon final selection of options by the Customer. Contract change orders can be added to the lease amount. Any change orders will affect the financed payment amount, duration of the lease agreement, or both the financed amount and lease agreement duration.

If the Customer finances this system, Customer's payment obligations for the system will be with the finance company. The Customer will have no obligation to pay Ford upon Customer granting authorization to the finance company to disburse funds to Ford.

CC: Unless otherwise prohibited by law, a 3% bank interchange fee will be charged for using a credit card for payment.

PRICE: The price stated above for this project is based upon the complete system being purchased and installed at one time. In the event the Customer selects to purchase less than the total project, delays purchase of any portion of the system, requires that the system be installed in phases, or delays the installation; Ford reserves the right to charge for additional labor, travel, and overhead. The price is valid for thirty (30) days from the date of this proposal.

COMMENCEMENT OF WORK:

Ford must receive the enclosed contract signed by the Customer and/or a Customer provided and Ford approved purchase order that specifically accepts and includes ALL terms and conditions outlined in this proposal, along with any payment terms and provisions included in this proposal before the agreement will be considered fully accepted and executed by Ford. Receipt of the above mentioned documents and payments is a condition precedent to Ford's obligation to perform any work contemplated under this contract, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT: This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance.

CHANGES: Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this agreement.

NON-HIRE: The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by Ford will be free of defects and will be repaired, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.
- c. All equipment and materials provided by Ford that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. The warranty does not include nor cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- e. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion, and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable, and should be expected.
- f. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.
- g. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company without prior approval from Ford.

- h. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, including adjustments or changes to the Software, will not be covered under this warranty statement. Re-calibration of settings will be considered by Ford to be billable time to the Customer at Ford's standard engineering rates.
- i. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- j. If warranty work is necessary within the warranty period, Ford will, at its option, repair the defective equipment or return it to the manufacturer for repair.
- k. Repairs, modifications, or other work performed by personnel not authorized by Ford during the period of warranty on any equipment of the system, including any changes to the Software, will invalidate the warranty.
- l. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by Ford prior to acceptance of the system by the Customer.
- m. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

2. OWNER-FURNISHED EQUIPMENT (OFE):

- a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.
- b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.
- c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to

the Customer for the work to be done. The Customer will authorize any additional costs to the job.

- e. The existing equipment, removed as a courtesy by Ford, that is not being reused, shall be handed over to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.

G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:

- a. Ford will host a training session near the completion of installation. All system users and interested persons should attend this training so that all questions can be answered during this training.
- b. During the training, if requested, Ford personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford-installed system.
- c. Ford shall provide a training agenda for scheduled training.
- d. Ford shall provide a quick start guide (QSG) for each room type. The QSG is a generic, brief description, of how to operate the system. One (1) copy of a laminated document, for each room type, shall be provided to the Customer.

2. ADVANCED TRAINING - OPTIONAL:

Ford is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

- a. Ford shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford trainer, is a self-paced, always-available, online video, viewable on any mobile device which give the learner a step-by-step process on how to use the technology.
- b. In consultation with the Customer, Ford will develop and execute a custom curriculum and curriculum schedule.
- c. Ford will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.
- d. Ford will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.
- e. The Ford Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being

employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.

- f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as CDs or DVDs of these curriculum materials.
- g. All training curriculum and components will be developed and executed by a Ford Master Trainer.
- h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

- a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

- a. Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing, or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive

wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.

- 3) Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing City of La Porte who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 713-690-0555.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Douglas Hill
Senior Account Manager

Voice: 713-690-0555
E-mail: hilld@fordav.com
Website: www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

CITY OF LA PORTE

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City of La Porte and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$53,710.00, for the purchase and installation of equipment and services described in the attached proposal.

| | | |
|---|------------|------------------|
| OPTION ONE – LOBBY DISPLAY | \$6,347.00 | _____ |
| | | Customer Accepts |
| OPTION TWO – ZOOM MEETING PARTICIPATION: | \$6,459.00 | _____ |
| | | Customer Accepts |
| PREVENATIVE MAINTENANCE: | \$1,547.00 | _____ |
| | | Customer Accepts |
| ALTERNATIVE LEASING ESTIMATED MONTHLY PAYMENT: | \$1,680.00 | _____ |
| | | Customer Accepts |

City of La Porte and Ford Audio-Video Systems, LLC, by and through their respective signatories to the Agreement, each represent to the other that they are authorized to enter into this Agreement.

We do both agree to abide by the terms and conditions of this Agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC

CITY OF LA PORTE

Douglas Hill
Senior Account Manager

Authorized Signature

Christopher Ford, E.E.
Division Manager

Printed Name and Title

Date

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM

| |
|--|
| Agenda Date Requested: <u>October 12, 2020</u> |
| Requested By: <u>Grady Parker, Manager</u> |
| Department: <u>IT</u> |
| <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance |

| Appropriation | |
|-------------------|---|
| Source of Funds: | <u>023 – Tech Fund</u> |
| Account Number: | <u>023-9900-580.8023</u> |
| Amount Budgeted: | <u>\$200,000</u> |
| Amount Requested: | <u>\$153,404.96</u> |
| Budgeted Item: | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Exhibits: AT&T Phone Upgrade – Quote.pdf

SUMMARY & RECOMMENDATION

In 2016 the City of La Porte entered into an agreement with AT&T to migrate all the old phone lines to the new digital VOIP system. This contract was for a five (5) year term; however, our current contract ends May 31, 2021. The Technology Department started the contract renewal process and after some discussion with AT&T we have determined that moving our current on-premises phone system to their cloud based system is the best option to meet all our phone needs.

By migrating our phone system to the AT&T cloud we:

- Reduce server maintenance cost.
- Gain the needed ability to record all incoming and outgoing calls
- Upgrade our old desk phones with new hardware
- Gain the ability to utilize call attendants for each department

The requested amount is the cost of implementation (\$153,404.96) and there will be a recurring cost of \$8,987.76 per month. The implementation will cover the phone line migration from our current IPFlex to their new platform. The contract is for 36 months and reviewed by the City's Purchasing Department and City Attorney's office.

Staff recommends City Council approving the payment of \$153,404.96 to AT&T for the migration and upgrade of our current phone system to AT&T's cloud solution for a three (3) year term.

ACTION REQUIRED BY CITY COUNCIL

Approve payment of \$153,404.96 to AT&T for the migration and upgrade of the city's phone system for a three-year term.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



**Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services**

MA Reference No.: [MA1434230UA](#)
AT&T Network Integration Tracking ID: [GBS335757](#)
Document Version #: [v-1.0](#)

| | | |
|---|---|--|
| CUSTOMER Legal Name ("Customer") | AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp) | AT&T Branch Sales Contact Name |
| <u>CITY OF LA PORTE</u> | AT&T | Name: Natasha Pratt |
| CUSTOMER Address | AT&T Corp. Address and Contact | AT&T Branch Sales Contact Information |
| Street Address: 604 W Fairmont Pkwy City: La Porte State / Province: TX Country: USA Domestic / Intl / Zip Code: 77571-6215 | One AT&T Way Bedminster, NJ 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com | Name: Address: 6500 West Loop S City: Bellaire State / Province: TX Country: USA Domestic / Intl / Zip Code: 77401 Email: nl5132@att.com Sales/Branch Tatum Minister/George Spencer SCVP Name: Brian Troup |
| CUSTOMER Contact | AT&T Address and Contact | AT&T NI Contact Information |
| Name: Grady Parker Title: IT Manager Telephone: 2814715034 Fax: Email: ParkerG@laportetx.gov | Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Intl / Zip Code: | Name: Karen Dahl Telephone: 916-369-1949 Email: kd4153@att.com |
| CUSTOMER Billing Address | | |
| Street Address: City of La Porte City: LaPorte State / Province: TX Country: USA Domestic / Intl / Zip Code: 775716215 | | |

This Pricing Schedule for AT&T Network Integration Services and Equipment Resale ("NI Pricing Schedule") becomes part of the Master Agreement between AT&T and Customer referenced above ("Agreement") once signed by Customer and AT&T ("Effective Date"). Capitalized terms used but not defined in this NI Pricing Schedule shall have the meaning assigned in the Agreement.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice Over IP Service Guide <http://serviceguidenew.att.com/>. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating Customer's location in the automatic location information database. The undersigned further understands and acknowledges that there may be a delay between the time that a new Registered Location is recorded by AT&T and the time that the new name, address and telephone number information is entered into appropriate databases so as to be available to an emergency operator at the appropriate PSAP. The duration of such delay will vary, and can range typically from a few hours to several days. Until the User's new Registered Location is entered into appropriate databases so as to be available to emergency operators, the User will not receive full E911 service as the call may initially be connected to the incorrect PSAP and/or the emergency operator may not have electronic access to the User's address and call back number.

AGREED:
CITY OF LA PORTE

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED:
AT&T

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

ATTUID: kd4153



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

1. DEFINITIONS

“AT&T Equipment” means hardware AT&T provides hereunder to which AT&T retains all right, title and interest and which AT&T delivers to and installs on a Customer site (“Site”) in order to provide Services. AT&T Equipment includes any internal code required to operate such equipment. AT&T Equipment does not include Customer Equipment or Purchased Equipment.

“Customer Equipment” means hardware owned by Customer.

“Purchased Equipment” means hardware sold by AT&T to which title transfers from AT&T to Customer as provided for herein. Purchased Equipment includes any internal code required to operate such Equipment.

“Minimum Payment Period” means a specific number of months, detailed in the attached Statement of Work, from the date that the last Site is installed.

2. SERVICES

This NI Pricing Schedule states the terms and conditions governing Orders for AT&T Hosted Voice Services (“AT&T HVS”) in the U.S only. Attached to this NI Pricing Schedule as Exhibit 1 is a Statement of Work (“SOW”) detailing the services provided as well as commensurate charges. The attached SOW is effective and becomes part of this NI Pricing Schedule upon the execution hereof. AT&T may subcontract work to be performed hereunder but shall retain responsibility for all such work.

3. STATEMENT OF WORK

A. Unless earlier terminated as described below, the attached SOW is deemed terminated when the parties’ respective obligations have been fully performed or when it is otherwise terminated according to its terms.

B. In the event of an inconsistency among terms, the order of priority is: (i) the attached SOW; (ii) the NI Pricing Schedule and (iii) the Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

AT&T will provide soft copies of AT&T HVS terminal user guides and quick reference guides (“Documentation”). AT&T grants Customer a limited, non-transferable (except in accordance with authorized assignment of the Agreement), non-sub licensable non-exclusive license, to use the Documentation until the expiration of this SOW. This license grant is intended to give Customer only a personal, not a property, interest in the Documentation. All intellectual property and proprietary rights arising by virtue of AT&T’s performance of the AT&T HVS, including the provision of Software (including Third Party Software), are and will be the sole and exclusive property of AT&T, its subcontractor(s) or its supplier(s), and neither ownership nor title to any such property will pass to Customer. The license to use the Documentation is specifically limited to allow Customer to download, print and make a reasonable number of copies of the related user documentation that accompanies the Software.

5. TERM AND TERMINATION

This NI Pricing Schedule shall remain in effect until terminated by either party on not less than thirty (30) days’ prior written notice to the other party; *provided that*, the terms and conditions of this NI Pricing Schedule shall continue to govern, through completion of performance (or earlier termination), all SOWs in effect on this NI Pricing Schedule’s termination date.

6. PURCHASED EQUIPMENT TERMS

A. Subsequent orders for Purchased Equipment shall be placed upon execution of the SOW and future orders submitted by Customer to AT&T must be in written format and shall contain all information required for AT&T to fulfill such Order and shall contain a reference to this NI Pricing Schedule. Any information, terms and/or conditions, or other language contained in any document(s) or purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any terms and conditions contained in this NI Pricing Schedule and/or the applicable SOW and EOL are void. AT&T will notify Customer by email whether it has accepted the Order after validation within five (5) business days after receipt of the Order. AT&T reserves the right not to accept an Order.

B. Customer acknowledges and agrees that AT&T’s ability to deliver Purchased Equipment is contingent upon the supply and delivery schedules of each of the manufacturers. AT&T shall have no liability for delays in any delivery schedule. Title and risk of loss to Purchased Equipment shall pass to Customer upon shipment from AT&T’s Purchased Equipment supplier; (ii) Customer is responsible for all shipping-related charges, which AT&T shall invoice to Customer at two percent (2%) of the total purchase price of the Order or actual cost, whichever is greater, except that for Orders requiring expedited shipment, in which case it will be the greater of four (4%) percent of the Customer’s total purchase price or actual cost.; and (iii) charges incurred, if any, for storage of Purchased Equipment following delivery to the agreed location are the sole responsibility of Customer and are not included in shipping charges.

C. Purchased Equipment Returns.

(1) **Warranty Returns.** In the event Purchased Equipment requires return during the warranty period and such Purchased Equipment is determined by the manufacturer to qualify for a return, AT&T will obtain a Return Material Authorization (“RMA”) from the manufacturer. Upon AT&T providing the RMA to Customer, such return shall then be effectuated by Customer according to the manufacturer’s policies.

(2) **Non-defective Returns.** In the event Customer seeks to return non-defective Purchased Equipment, Customer should contact AT&T regarding obtaining an RMA; however, any such return is at the discretion of the manufacturer



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

and Customer shall be responsible for payment of any associated return and/or restocking fee. Return shipping costs and risk of loss are the responsibility of Customer.

(3) Maintenance Returns. In the event Purchased Equipment covered by maintenance requires return, Customer should contact the relevant maintenance provider to obtain an RMA and instructions.

7. LICENSES AND THIRD PARTY MAINTENANCE

AT&T Equipment, Purchased Equipment, software and maintenance services, if any, provided or resold to Customer hereunder may have additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to any and all such license terms and other requirements or restrictions and is deemed to accept them upon receipt of the AT&T Equipment or Purchased Equipment or software, or upon commencement of the maintenance services, as applicable in connection with the use of the AT&T Equipment or Purchased Equipment or software by Customer. Services as defined in the Agreement shall not include any manufacturer's maintenance, whether or not AT&T facilitates such purchase or bills such services as agent for the third party.

8. LIMITATION OF LIABILITY

For purposes of this NI Pricing Schedule and Orders placed under it, any limit or cap on liability contained in the "Limitations of Liability" article of the Agreement is superseded by the following: EACH PARTY'S LIABILITY UNDER THIS NI PRICING SCHEDULE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR, IN THE AGGREGATE, ALL CLAIMS ARISING DURING ANY TWELVE-MONTH PERIOD) THE NET PURCHASE PRICE PAID BY CUSTOMER FOR SERVICES UNDER THE ORDER THAT GAVE RISE TO THE LIABILITY. This shall not limit Customer's responsibility for the payment of all charges properly due under the NI Pricing Schedule. AT&T shall have no duty to defend, indemnify and hold Customer harmless for and against damages or costs incurred by Customer arising from the infringement of patents or trademarks or the violation of copyrights by Purchased Equipment.

9. AT&T EQUIPMENT

- (a) **Location of AT&T Equipment.** The AT&T Equipment shall be delivered to and thereafter kept at the location specified in the SOW and shall not be removed without AT&T's prior written consent, such consent which shall not be unreasonably withheld.
- (b) **Use of AT&T Equipment.** Customer, at its expense, shall take good and proper care of the AT&T Equipment and make all repairs and replacements necessary to maintain and preserve the AT&T Equipment and keep it in good order and condition. If Customer does not obtain maintenance services under this NI Pricing Schedule, Customer shall, at its own expense, enter into and maintain in force a contract with the manufacturer or other maintenance organization approved by AT&T covering maintenance of each unit of AT&T Equipment; Customer shall furnish AT&T with a copy of such maintenance contract. Customer shall not make any alterations, additions, or improvements, or add attachments to the AT&T Equipment without the prior written consent of AT&T, except for (i) additions or attachments consisting solely of telephone terminal equipment, and (ii) additions or attachments purchased or provided hereunder.
- (c) **Return of AT&T Equipment.** Unless otherwise specified in the applicable SOW, Customer shall return, at its own expense, the AT&T Equipment at the expiration or termination of this NI Pricing Schedule. Prior to return, Customer shall restore the AT&T Equipment to Return Condition, and Customer agrees that any addition, alteration, improvement or attachment shall belong to and become a part of the property of AT&T. "Return Condition" means the Customer shall return, at its cost and expense, the AT&T Equipment to AT&T in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the AT&T Equipment, normal wear and tear excepted. Return Condition also indicates that the AT&T Equipment will be eligible on expiration or termination of this NI Pricing Schedule for acceptance by the manufacturer, or a manufacturer certified third party maintenance organization. Any software upgrade will become the property of the AT&T. AT&T shall have the right, upon reasonable prior notice to Customer and during normal business hours, to inspect the AT&T Equipment at its location.
- (d) **Liens; Taxes.** Customer shall not permit its rights or interest hereunder to become subject to any lien, charge, or encumbrance. Customer shall not permit the AT&T Equipment to become or remain a fixture to any real estate or an accession to any property not financed hereunder.
- (e) **Casualty Loss.** If the AT&T Equipment, in whole or in part, is lost, stolen, damaged or destroyed, or is taken in any condemnation or similar proceeding (an "Event of Loss"), Customer shall promptly notify AT&T. Customer shall, at its option: (a) immediately repair the affected AT&T Equipment such that it is in good condition and working order, (b) replace the affected item with like equipment of equal or greater value, in good condition, and transfer clear title thereto to AT&T, or (c) to the extent permitted by law, pay to AT&T, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV") (as hereinafter defined) for such affected AT&T Equipment, plus any other unpaid amounts due under the applicable SOW. If an Event of Loss occurs as to part of the AT&T Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by AT&T. The SLV shall be an amount equal to the sum of all future Monthly Recurring Charges from the last Monthly Recurring Charge date to the end of the Minimum Payment Period.



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

- (f) **Default.** Customer shall be in default hereunder upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) failure by Customer to pay any Monthly Recurring Charges or other amounts payable under any Statement of Work for a period of sixty (60) days or more, (b) Customer dissolves or ceases to exist or transfers a major part in value of its assets, (c) Customer becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition or has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law, (d) an adverse change in Customer's or any guarantor's financial condition as will, in the good faith judgment of AT&T, impair the AT&T Equipment or increase the credit risk involved, (e) failure by Customer to obtain or maintain insurance on the AT&T Equipment provided for hereunder, or (f) Customer fails to return the AT&T Equipment at the expiration or termination of this NI Pricing Schedule.
- (g) **Remedies.** (i) Upon the occurrence of an Event of Default in accordance with sub-section (E) above, AT&T may, at its option do any or all of the following: (a) retake immediate possession of the AT&T Equipment, wherever located, and for such purpose, enter upon any premises without liability for so doing, (b) cause Customer, and Customer hereby agrees, to return the AT&T Equipment to AT&T as provided herein, (c) recover from Customer, as liquidated damages for loss of a bargain and not as a penalty, all sums owing hereunder and/or all Monthly Recurring Charges immediately due and payable, or (d) by notice in writing to Customer, cancel this NI Pricing Schedule whereupon all right and interest of Customer in or to the possession or use of the AT&T Equipment shall absolutely cease. (ii) Further, AT&T shall be entitled to recover from Customer, and Customer agrees to pay: (1) any and all damages which AT&T shall sustain by reason of any such default or breach by Customer, (2) such expenses as shall be expended or incurred by AT&T in the seizure, rental, storage, transportation, sale of AT&T Equipment, or enforcement of any right or privilege hereunder or collection of any sums due hereunder. Customer further agrees that, in any event, it will be liable for any deficiency after any sale, lease or other disposition by AT&T; (3) The remedies herein provided in favor of AT&T in the event of Customer's default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

EXHIBIT 1: STATEMENT OF WORK

1. Introduction

This SOW between **AT&T Corp.** (“AT&T”) and **CITY OF LA PORTE** (“Customer”) for AT&T HVS is attached to the NI Pricing Schedule. AT&T will provide AT&T HVS at Customer’s location(s) specified in Appendix B: Customer Site List (“Site(s)”). AT&T will provide network equipment (“AT&T Equipment”) as well as resell various other items of Purchased Equipment. AT&T Equipment and Purchased Equipment may be referred to collectively as “Equipment.”

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer and AT&T **by 12/22/2020**, and/or (ii) the engagement does not commence within thirty (30) calendar days of the Effective Date. Services and Equipment not detailed herein are out of scope.

AT&T HVS is offered pursuant to (1) the terms of this SOW, (2) the terms of the AT&T Business Voice over IP Service Guide (“BVoIP Service Guide”) available at <http://serviceguidenew.att.com/> and are incorporated herein by reference that are generally applicable to AT&T VDNA Services, excluding Section 2.5.1.2 and all SLAs, and (3) the General Provisions referenced in that Service Guide. Capitalized terms used, but not defined here, shall have the meaning assigned in the BVoIP Service Guide or the Agreement, as applicable.

The AT&T HVS provided hereunder is expected to be retired over the next few years as part of AT&T’s network modernization initiatives. AT&T may replace AT&T HVS or fulfill any new order for a service in this SOW with a new or more advanced version of this capability.

Prior to installation of AT&T HVS, Customer must review and comply with the Network Infrastructure Requirements found in **Appendix D**.

The following additional Definitions are applicable to this SOW.

| Term/Abbreviation | Definition |
|--------------------------------------|---|
| 911 | In the US, by dialing the three-digit code 911, caller can originate an emergency call to local public safety answering point. |
| ACD | An Automated Call Distribution is a telephone facility that distributes and manages incoming calls to a specific group of users called agents. |
| ACTS | AT&T Customer Technical Support. |
| Agents | An agent is a member of Call Center that is responsible for receiving incoming calls. |
| AT&T POP | Point of Presence, a location at which a service provider provides access to its network. A location may be an AT&T POP for one or more purposes. |
| CSV File | A comma separated file; used to store tabular data in plain text format; Plain Text means a file is a sequence of characters in binary format. |
| Customer Administrator | Primary point of contact for Customer in communicating with AT&T concerning issues related to AT&T HVS |
| E911 | In the US, enhanced 911 enables call originating location information to be transmitted to appropriate PSAP. |
| IMAP | Internet Message Access Protocol; protocol for email retrieval; the current version IMAP Version 4 revision 1 is defined by RFC3501. |
| IP Phone | A device using Voice over Internet Protocol (IP) (VoIP) technologies for placing and transmitting telephone calls over an IP network. |
| Local Calling Area | Geographic area used by local exchange carriers to set rate boundaries for billing. |
| Local Calls | In the US, calls between locations within an area defined by the local exchange carrier as “local.” |
| Local Survivability Option | This Site Survivability feature provides backup calling capabilities to or from the PSTN or within the Customer LAN during a connectivity failure to the Wide Area Network caused by failure of one or more of the following: provider edge router; Customer edge router; and AT&T HVS Session Border Controller; or AT&T HVS application server. |
| MACD | Move, Add, Change, Delete; A request for moving, adding, changing or disconnecting AT&T HVS features |
| MIB | Management Information Base; database used for managing entities in a communication network. |
| Nomadic | A User using an IP soft phone from various locations on a temporary basis from User’s regular/permanent work location. |
| OpEasy | Web-based application that supports the provisioning process for Group/Dept Administrators. Provisioning functions include: users, user features, user profiles, and templates |
| Production Systems | The core servers which include Voicemail, Meet-Me Conferencing and Call Center applications and connectivity to the cores |
| PSAP (Public Safety Answering Point) | In the United States, a community-designated answering point which has been designated to receive 911 calls and route them to emergency service personnel. For purposes of this SOW, references to the PSAP also include appropriate local emergency authorities and statewide default answering points. |
| Service Activation Date | Date AT&T HVS or Feature is made available for use by Customer. |



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

| Term/Abbreviation | Definition |
|------------------------|--|
| SNMP | Simple Network Management Protocol; Internet protocol for managing devices on IP networks; devices that typically support SNMP include routers, switches, servers, workstations, printers and modem racks. |
| SIP 2.0 | Session Initiated Protocol 2.0; a signaling communications protocol used for controlling multimedia communications session such as voice and video over Internet Protocol (IP) networks. |
| Supervisor | Feature within an ACD that enables management of an ACD; typically used by a team lead or manager of the Call Center to control agents and inbound calls. |
| Teleworker | .An HVS user who accesses AT&T HVS from a location that is not the user's primary location designated within the Production System. |
| Template | A preset format of features and services to be defined on a telephone device used to streamline implementation via a standard pattern and to provide consistency in the deployment of device configurations across an organization |
| Unified Messaging (UM) | Provides voice message access via both standard voice-based telephone user interface and as a voice message attached and delivered in User's Email inbox; UM option is included with the Premium Seat. |

2. SOW Term

This SOW shall have an initial minimum term of **36 months** ("Minimum Payment Period") commencing upon Customer Acceptance of the last Site installation.

3. Scope of Work

3.1 AT&T HVS

(a) AT&T HVS is a network-based, hosted interconnected VoIP Service that combines VoIP service with traditional TDM communications features, functionality and local and long distance calling capabilities. AT&T HVS is available only with certain makes and models of telephone sets. AT&T reserves the right to change, add or modify features available with AT&T HVS without notice to Customer. AT&T HVS requires Customer to separately purchase or provide transport services which may include AT&T VPN Service, AT&T MIS, or third-party Internet connection services.

(b) AT&T HVS incorporates the following core capabilities: telephony features, local and domestic long distance calling, unified messaging along with administrative web based interfaces that allow for management of the offer by Customer. The AT&T HVS platform is hosted by AT&T and includes Feature Packages detailed in the Charges Section herein and the HVS Features Matrix (**Appendix A**), and is priced on a per User basis.. In support of AT&T HVS and if ordered hereunder by Customer, AT&T shall also provide onsite and remote installation, and maintenance and monitoring of Equipment as set forth herein.

3.2 Service Elements. Service elements may also be referred to as Service Components. AT&T HVS consists of the following:

- Private Branch Exchange-like service from the cloud;
- Web portal interfaces to provide Users access to administrative controls;
- Unified Messaging, which integrates voicemail with email notification of voice messages, and supports the capability to integrate with email systems supporting IMAP; and
- Local and domestic long distance calling.

3.3 Registered Location(s)

The "Registered Location" for a User is the physical location (building number and street name) where the User is using the AT&T HVS.

- (a) When 911 is dialed over HVS, the Registered Location is used for PSAP routing (i.e., it determines which PSAP will receive the 911/E911 call) and forms the basis of the ALI delivered to the PSAP that the PSAP uses to identify the calling party's actual location.
- (b) The 911 call is routed to a PSAP based on the Registered Location information provided by Customer. Customer is responsible for providing AT&T the Registered Location information and must provide AT&T the correct Registered Location information for each User telephone number (including virtual telephone numbers (VTNs)) that may be used for voice calling prior to the initial activation of HVS at any Site or location. Customer must provide this information during the installation data collection phase of the project. If Customer relocates or temporarily moves to another physical location, Customer must update its Registered Location. Customer may update the Registered Location by contacting the AT&T 911 Center, at 800-356-2972 to register the temporary address or by contacting the Customer's AT&T Account Executive, or by contacting the AT&T Business Office that is located on Customer's invoice.
- (c) Customer has the option of contracting with a third party for 911/E911 services, including the provision of more detailed location information (e.g. floor, office, and cubicle) to a PSAP ("Endpoint Data"). A Customer that elects this option (1) must make independent arrangements with the third party for the submission and maintenance of User information, including Registered Location information and Endpoint Data, (2) make arrangements for the updating of such information and (3) is solely responsible for the continuing accuracy



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

of such information.. In the event any 911/E911 calls from Customer are routed to a PSAP using the AT&T HVS provided 911/E911 services AT&T will provide the PSAP with the Registered Location information provided by Customer.

- (d) Customer is fully liable, and shall indemnify AT&T, for all losses, claims and damages that may result from any inaccurate Registered Location information or Endpoint Data provided.

3.4 Customer Equipment Requirement

- (a) AT&T HVS is designed to support SIP2.0 compliant hardware only. Customer is responsible for verifying that Customer Equipment is compliant with the recommended hardware.
- (b) All Purchased Equipment must run the firmware versions specified by AT&T.
- (c) Customer can use non-Aastra devices with AT&T HVS provided however, AT&T will assess a charge to activate such devices. In the event Customer elects to activate such devices without AT&T assistance, there is no additional charge, however Customer is responsible for all issue resolution associated with such self-activation.
- (d) A list of currently supported and certified hardware can be obtained from the AT&T Account Executive

3.5 Teleworker

AT&T HVS facilitates Teleworkers utilizing SIP phones at a fixed location connected to AT&T HVS via Remote Broadband Internet Service. Customer acknowledges the capability is authorized for use only at the service location provided on Customer Order, and only at locations where E911 emergency dialing is supported. Nomadic Locations are not supported.

3.6 Supported Soft Clients

AT&T HVS supports commercially available soft client applications as specified in the HVS Feature Matrix in **Appendix A**. Customer is responsible for identifying and complying with all requirements applicable to use the softphone application, including, if necessary, access to emergency services, e.g., 9-1-1/ E911.

3.7 On-Site Installation Services

AT&T will provide on-site installation for Equipment. AT&T will stage, install and test all HVS components; including SBCs, Gateways, ATAs and Phones if contracted, **See Section 7.2** AT&T HVS Fees and Charges for specific details.

3.7.1 Installation

AT&T will manage the following installation activities:

- a) Provide Customer all power and environmental requirements for all Equipment in advance of installation.
- b) Confirm with Customer that any site readiness tasks have been completed and the required circuits are provisioned and operational.
- c) Verify network configuration with Customer single point of contact prior to on-site installation.
- d) Unpack, inventory and inspect AT&T provided Equipment at the Customer installation Site.
- e) Install/rack mount and connect the Equipment into the Customer's existing racks and/or wallboards. Customer must ensure appropriate Equipment racks are located at the agreed upon demarcation points.
- f) Provide remote technical support for the AT&T on-site engineer during the installation, migration, cutover and implementation testing.
- g) Configure and install all Equipment listed in section 7.2 at Customer Site(s) list in Appendix B.
- h) Troubleshoot and replace hardware failures of new Equipment relating to the installation / upgrade of the AT&T provided product.

3.7.2 Test and Turn-up

AT&T will test up to six (6) phones per floor to assure proper calling and call routing

- a) AT&T will test connectivity and call routing with the UC Voice platform
- b) Test at least one (1) IP phone per defined User Group.
- c) Test Inbound/Outbound Dialing on DID's/ Trunk Ports.
- d) Test Dial Plan.
- e) Test Caller ID.



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

- f) Test Long Distance access.
- g) Test Call Parking features.
- h) Test Call Transfer features.
- i) Test 911/9911 on up to three (3) phones.
- j) Test Automated Attendant functionality and prompts.
- k) Test voice mail access and retrieval.
- l) Test Music on Hold functionality.
- m) Verify at least one (1) phone can forward a call and initiate a 3-way conference in mid-call.

An AT&T engineer will provide on-site Customer support as appropriate for resolution of functionality issues.

3.8 Additional Customer Site(s) /Additional Users

To add a new Customer Site, or additional Users at an existing Site, Customer shall submit a written or electronic request. AT&T will provide Customer the content and submission requirements for such requests. Each AT&T HVS user account will be activated prior to initial use based on one of four standard call provisioning patterns (Template"). Additional Templates may be developed pursuant to a Change Order for an additional fee.

3.9 New Site Information

In the event Customer elects to add a site, AT&T will assign an AT&T Identification Number ("AIN"). Additional charges will apply. This number will be used by ACTS to identify the site.

3.10 HVS Platform Maintenance, New Releases and Upgrades

(1) **Emergency Maintenance:** Where reasonably practicable, AT&T will give Customer 24 hours' notice of the need for the maintenance and a summary of the potential impact to the AT&T HVS. Emergency maintenance may occur at any time.

(2) **New Releases / Firmware upgrades on end points:** AT&T will perform firmware upgrades on end points after Normal Business Hours. AT&T will give Customer one week's notice on new releases and firmware upgrades.

3.11 Monitoring/Management

AT&T shall provide monitoring and management for Equipment that consists of: (a) up/down isolation; (b) Toll Free number to access the ACTS; and, (c) monitoring for up to 15 Simple Network Management Protocol ("SNMP") traps, as identified by Customer. Monitoring and Management excludes: (a) Software Maintenance; (b) Hardware Maintenance; and (c) Change Management.

3.12 Implementation and Project Management Service Hours

The Implementation and Project Management Services provided hereunder shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time, excluding designated AT&T holidays ("Normal Business Hours" or "NBH"), unless otherwise noted herein.

| AT&T Designated Holiday | Date Observed |
|------------------------------------|--------------------------|
| New Year's Day | January 1 |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Thanksgiving Day | 4th Thursday in November |
| Day after Thanksgiving | 4th Friday in November |
| Christmas Day | December 25 |

3.13 Implementation

(a) Project Management for Implementation

AT&T will assign a Project Manager to serve as the single point of contact ("SPOC") to Customer and who will have overall responsibility for the implementation. The Project Manager will schedule a kickoff meeting to initiate the engagement and will coordinate scheduling for the User Database collection workshop. The AT&T Project Manager and Customer's Single Point of Contact ("SPOC") will work together to establish an implementation schedule ("Implementation Schedule").

(b) Establishment of User Database

Prior to the initiation of AT&T HVS, AT&T will build and set up Customer's User database, which includes specific information for each Customer User. AT&T will provide Customer with the categories of information required for each User and Customer shall provide to AT&T the requisite information for each User via CSV.file (or other approved format). Customer and AT&T will agree to a date for final receipt of all User information to be included in the User Database. After such date, AT&T will assess a charge for any requested changes to User information.



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

To facilitate establishment of the User Database, Customer must: (1) provide coordinator(s) to attend a database collection workshop, which AT&T shall conduct remotely, for training on how to collect and provide all necessary information for the User Database; (2) provide Group Administrator(s) to attend the kickoff and database collection meetings; and (3) provide required User phone settings to AT&T.

Customer will take responsibility for the User Database upon completion of AT&T HVS implementation. Customer may use the OpEasy Tool, a web-based application, to update the User Database. If Customer requires AT&T assistance to modify the User Database after activation of AT&T HVS, or if AT&T is required to re-build the User Database, additional charges will apply.

3.14 Training

AT&T will provide web based training regarding use of telephone features once AT&T HVS is deployed. Training topics include: User Training, Assistant Toolbar, Receptionist and Unified Messaging. AT&T will also provide Customer with telephone user guides. For an additional charge, AT&T will provide on-site training to cover functionality, feature usage, voice mail, and assistant overview for the telephone features purchased.

3.15 Test and Turn-Up Support

During Test and Turn-up, AT&T will provide remote support via ACTS during NBH. Upon completion of Test and Turn Up, AT&T will provide a document that includes a toll-free phone number and procedures for direct ACTS support. After Service Activation, any issues should be reported to the ACTS for resolution.

3.16 Advanced E911 Service

(a.) Overview

Advanced E911 service is available as an optional feature for AT&T HVS subscribers, subject to the terms and conditions set forth herein. The Advanced E911 service routes HVS 911 calls, including precise physical location information for the HVS Customer or User, to the appropriate Public Safety Answering Points ("PSAP") in those areas where the Advanced E911 Service is supported by a PSAP. The Advanced E911 Service has two 911 routing scenarios. The primary routing scenario uses a managed Emergency Routing Service (ERS) that enables a HVS Customer to access an Enhanced 911 ("E911") database to load, change, or update physical location information ("Endpoint Data") for AT&T HVS Endpoints. Using the Customer-provided Endpoint Data, the ERS routes 911 calls with the physical location information to the appropriate Public Safety Answering Points ("PSAP"). The second routing scenario is used if the HVS Customer or User does not submit Endpoint Data in the E911 database. In such instances, the HVS Customer or User must provide its physical location to an Emergency Call Response Center at the time of the 911 call, and the center routes the call to the appropriate PSAP.

(b.) Notices

- Customer understands and agrees that the Advanced E-911 Service is provided at the request of and pursuant to the direction of Customer.
- CUSTOMER EXPRESSLY ACKNOWLEDGES THAT IT IS SOLELY CUSTOMER'S OBLIGATION AND RESPONSIBILITY TO ENSURE THAT CORRECT, ACCURATE AND CURRENT ENDPOINT DATA IS ENTERED INTO THE INTERFACE FOR EACH ENDPOINT OR THAT ENDPOINT DATA IS PROVIDED AT THE TIME OF THE CALL.
- Customer represents and warrants to AT&T that it, and/or Users, have all necessary rights, licenses, permissions and/or consents to upload, copy, store, display, publish or otherwise use Endpoint Data on computers operated by or on behalf of AT&T or its suppliers and will comply with all applicable laws in its uploading, copying, storage, displaying, publishing and use of Endpoint Data on computers operated by, or on behalf of AT&T or its Suppliers.
- Customer shall comply with all applicable laws in relation to its use of the Advanced E-911 Service to provide emergency dialing services to Users.
- AT&T may immediately discontinue the Advanced E911 Service at any and all locations in response to a request from applicable regulatory or law enforcement authority or if AT&T reasonably believes such action is necessary due to applicable law or regulation. AT&T will make commercially reasonable efforts to provide Customer advanced notice of such Terminations.
- In addition to any limitations or restrictions on the dialing of 911 set forth in the Pricing Schedule or Service Guide, the Advanced E-911 Service may not function correctly, or at all, in the following circumstances: if



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

Customer's equipment or network fails, is not configured correctly or does not meet the system specifications for use with the ERS;

- a. in the event of a network outage or extended power failure that it is outside the control of AT&T or its suppliers;
 - b. if Customer or a User fails to provide and maintain current and accurate Endpoint Data as required herein;
 - c. following the suspension or termination of the Advanced E-911 Service in accordance with the terms and conditions herein;
 - d. if there is network congestion that is outside the control of AT&T or its suppliers; or if the PSAP emergency dispatcher does not promptly or properly answer or route the call or if errors or omissions are made by the PSAP or the local exchange carrier servicing the PSAP. Emergency calls placed from Mobile Applications on CMRS enabled devices will generally be handled over the cellular network. When cellular coverage is not available, voice over Wi-Fi calling capability (including 911 calls) generally will not be available.
 - e. If used with a service other than AT&T HVS.
- Customer acknowledges and agrees that AT&T will not be liable for any Advanced E-911 Service outage, degradation or error, or any inability to, or delay in, accessing emergency service personnel due to any of the circumstances described above or otherwise caused by the general limitations of emergency dialing and which are outside the control of AT&T or its suppliers.
 - AT&T DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE ADVANCED E-911 SERVICE OR THE SERVICES PROVIDED BY ITS THIRD PARTY EMERGENCY CALL RESPONSE CENTER AND DOWNSTREAM EMERGENCY RESPONSE AGENCIES (COLLECTIVELY "9-1-1 SERVICES"). AT&T OR ITS SUPPLIERS DOES NOT WARRANT THAT THE ADVANCED E-911 SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM. THE ADVANCED E-911 SERVICE IS PROVIDED BY AT&T OR ITS SUPPLIERS ON A COMMERCIALY REASONABLE EFFORTS BASIS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AT&T OR ITS SUPPLIERS MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH RESPECT TO THE ERS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABILITY OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A CAUSE OF DEALING OR USAGE OF TRADE.
 - CUSTOMER ACKNOWLEDGES AND AGREES THAT AT&T OR ITS SUPPLIERS, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RELATING IN ANY WAY TO THE PROVISION OF THE ADVANCED E-911 SERVICE, INCLUDING WITHOUT LIMITATION ANY INABILITY ON THE PART OF A USER TO ACCESS AT&T OR ITS SUPPLIERS'S EMERGENCY CALL RESPONSE CENTRE OR PSAP OR THE SERVICES OF THE APPROPRIATE EMERGENCY RESPONSE AGENCIES OR THE FAILURE OF EMERGENCY RESPONSE AGENCY TO RESPOND TO AN INCIDENT REPORTED TO IT BY AT&T OR ITS SUPPLIERS OR ITS EMERGENCY CALL RESPONSE CENTER.

(c.) Service Description

Definitions:

Emergency Call Response Center (ECRC) - means the center that handles 911 calls from HVS Customers or Users that have not provided Endpoint Data in the ERSDb. The ECRC is operated 24/7/365 by Association of Public-Safety Communications Officials (APCO) trained and certified staff who obtain the caller's location information and route the 911 call and location information to the appropriate PSAP.

Emergency Routing Service (ERS) - means AT&T provided Emergency Routing Service which enables the routing of HVS 9-1-1 calls on supported Endpoints originating in the United States and its territories, to the appropriate PSAP.

Emergency Routing Service Database – means the database that maintains Emergency Services Number (ESN) polygon boundaries for VoIP; Geo-codes addresses based on street-level look-up of submitted address; determines the physical PSAP for call routing based on caller's coordinates; includes street-level GIS data and information provided by the 911 authority; two commercial, industry-recognized datasets are used to geo-code street-level information.

Endpoint means a hardware device or software instance that can make and receive voice calls.

Endpoint Data means information on the specific location of an Endpoint, including GPS coordinates, municipal address, building name, floor number and/or suite number.



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

National ALI Database (nALI) – means the database that contains emergency location information pertaining to an endpoint, and User records; accepts records from all 50 states; provides Real-time Master Street Address Guide (MSAG) validation; and provides instantaneous corrections and alternatives.

Public Safety Answering Point (PSAP) means a public safety answering point that has been designated to receive 911 calls and route them to emergency service personnel.

Address Validation and Endpoint Data Registered Location updates

ERS - Customer subscribers will submit Endpoint Data updates to the ERS data base by using the Interface provided with ERS. With each address submitted, the ERS will process a master street address guide (“MSAG”) validation to ensure that a HVS 911 call from the Customer’s location can be delivered to the geographically appropriate PSAP. The ERS will geocode a valid address. If the address does not pass ERS validation, an address validation error code will be returned to the Subscriber Administrator.

ERS with Emergency Gateway (EGW): Customer has the option of using an Emergency Gateway (“EGW”) server with ERS. EGW is an appliance-based solution that, when used with ERS, can also provide Endpoint Data to ERS. EGW provides tracking capabilities which assigns endpoints to Master Street Address Guide (“MSAG”) validated locations. Where EGW is used with ERS, Customer will submit Endpoint Data and updates thereto using the interface provided with the EGW. Additionally, Customer location updates may be provided to EGW from network elements, AT&T Supplier API, or RLM protocols. The EGW in turn will provide this information to the ERS.

The provisioning of Endpoint Data as described herein does not require the disclosure of personal information to AT&T or its suppliers. However, if Customer discloses personal information of its Users or any other individuals to AT&T, Customer hereby authorizes AT&T and its suppliers to have access to and to make use of such information while providing the Advanced E911 service as is appropriate for the performance by AT&T or its suppliers of their obligations hereunder. Notwithstanding the foregoing, Customer will at all times be considered the controller of such personal information for the purposes of all applicable laws relating to data privacy, trans border data flow and data protection (“Privacy Laws”), and nothing in this Agreement will restrict or limit in any way Customer’s rights or obligations as controller of personal information for such purposes. Without limiting the foregoing, Customer represents and warrants to AT&T that it has, or will have prior to any disclosure of personal information to Supplier, all necessary authorizations and consents required under Privacy Laws to permit Supplier to use personal information disclosed to it by Customer for the purpose of providing the ERS

Calling Routing Scenarios

Primary

ERS Only: When an HVS Customer dials 911, the call is automatically routed to the ERS via an HVS SIP trunk, which will retrieve the Customer’s pre-provisioned physical location information from the ERS database. Using that Endpoint Data, the ERS will route the call to the geographically appropriate PSAP.

ERS with EGW: When a Customer dials 911, the EGW will receive the call, map the unique Endpoint ID to the physical location, and then route the call with the Customer’s location information to the ERS via HVS SIP Trunk. The ERS will then route the call via to the geographically appropriate PSAP based on the Customer’s Endpoint Data.

Secondary

ECRC Call: Where the ERS is not supported or available, AT&T Advanced E911 will route emergency calls to the ECRC where APCO-trained employees are available to answer the call, collect the address information, and warm transfer the call to the geographically appropriate PSAP. The ECRC will receive calls in the following circumstances:

- Failover calls.
- Call with location, no location, or wrong location at ECRC. ECRC call taker confirms location, makes any necessary corrections, and routes call to PSAP, based on actual location of the caller.
- Dropped call with location. Call taker informs appropriate PSAP, and PSAP follows internal standard operating procedures to callback the caller and dispatch emergency responders.
- Dropped call with no location. Call taker attempts to call-back the caller. If the caller does not answer, the call taker will attempt to contact the AT&T Customer Technical Support (ACTS). ACTS is the single point of contact for problem notification with respect to HVS. If the ACTS cannot provide location information, the call taker will contact the 911 Enable NOC to collect any location information that may be available. Call taker uses location to route call to appropriate PSAP.



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

- Network Connectivity failure between Customer and ERS or between the ERS and ESGW.
- No User record in National ALI. If the User record does not exist at the ERS National ALI, the call is routed to the ECRC for manual verification.
- Call made from a non-validated address may be sent to the ECRC for validation and PSAP routing.

(d.) Advanced E911 Customer Support and Documentation

The Advanced E-911 Service includes:

- Access to the Technical Support Center (“TSC”) to provide Customer support and facilitate troubleshooting. The TSC provides an emergency support number available 24x7x365 as well as email and web support;
- 24x7x365 monitoring of the HVS Network Operating Center (“NOC”);
- Access to an Administrative Dashboard used to administer Advanced E-911 services, and review available data, reports and call detail records (“CDRs”).
- Customer documentation consisting of ERS Standard Operating Procedures, ERS Support Policy, Dashboard Manual and ERS Network Interface Description;
- Support from geographically redundant U.S. based data centers;
- When EGW is deployed with the Advanced E911 capability Security Desk Routing and Alerting options, including direct call delivery to a designated security desk, three-way call monitoring; and email alerts to a designated distribution list are available

(e). Customer Additional Responsibilities

Customer shall be responsible for identifying Endpoint information as follows:

- In a format designated by AT&T, Customer will create their initial load file which will contain the specific telephone numbers and addresses for upload to the ERS or EGW. This file must contain address information for all telephone numbers that will be/can access the Advanced E911 Service from all HVS locations.
- If Customer purchases an EGW server, Customer is responsible for management and administration of the EGW server. AT&T does not administer or maintain the user location information contained in an EGW.
- Customer shall update the 9-1-1 database records as changes occur, including addressing changes or additions to the number of sites, telephone numbers, or any other parameters that will affect the Advanced E911 Services.
- Customer shall ensure that an accurate telephone number and location record exists in the Advanced E911 database for each ANI provided to the Advanced E911 service in connection with all dialed 911 calls that originate from the Customer’s HVS Endpoints and that such ANI is provided to the Advanced E 911 Service in connection with all dialed 9-1-1 calls which originate from Customer’s HVS Endpoints.

Customer shall only use the ERS for the routing of 9-1-1 calls and for no other purpose and shall take all reasonable steps to ensure that the ERS is not used for any other purpose by its Users.

Customer shall be responsible for providing, at its cost, all facilities and networks required to operate with and interconnect to the ERS. Customer shall comply with hardware, software, and operating system requirements, including the appropriate Internet browser to access and maintain the service.

Customer shall regularly configure, monitor and manage their network and equipment to ensure that there is no interruption in connectivity with the ERS.

In the event that either Customer or AT&T becomes aware of any security vulnerability that arises from the interconnection of the ERS with Customer’s networks and equipment, the parties agree that they will provide all reasonable cooperation to promptly address such vulnerabilities.

Customer shall notify AT&T promptly of any circumstances of which Customer has knowledge relating to any unauthorized use of the Service by any person or entity. Customer shall take, at Customer’s expense, any legal action necessary to prevent or stop the unauthorized access or use of the Service by any third party.

Customer will designate an authorized representative responsible for all communications between AT&T and Customer with regard to implementation of the Service (“Customer Project Manager”). Customer Project Manager shall manage and control installation of the Customer-provided hardware and software, the gathering and input of appropriate data, and coordination of all database upload and testing activities. Customer Project Manager shall have responsibility for the implementation tasks and schedule and shall have the authority to make decisions and commitments for the Customer. Customer Project Manager shall be responsible for timely transfer of information to and from AT&T, and



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

shall ensure the accuracy and completeness of all data in the database. Customer shall mutually agree on an implementation Schedule with AT&T.

If required by applicable telecommunications carriers or applicable law, Customer shall provide AT&T with a letter of agency which authorizes AT&T, as a limited agent for Customer, to work with the telecommunications provider on Customer's behalf for the purpose of establishing interconnections between AT&T, Customer and/or the telecommunications carrier that are necessary to enable AT&T to provide the ERS.

(f.) AT&T Additional Responsibilities

AT&T shall manage the ERS, to the agreed upon Customer specifications to support access to the Interface for the Advanced 911 Services.

AT&T shall test the Interface provided with the ERS or EGW to confirm it allows Customer to upload Endpoint Data. AT&T shall not use Customer Endpoint Data for any purpose other than as required under this Agreement for the purpose of providing the Advanced E911 Service or as otherwise authorized by the Customer or the applicable User or as permitted by under the AT&T Privacy Policy.

AT&T shall provide SIP trunk connectivity between the HVS platform and the ERS. If EGW is used with ERS, the Customer will connect their EGW to the HVS using the existing connection used with HVS.

4. Remote Technical Support

4.1 ACTS Overview

- (a) ACTS is Customer's single point of contact for problem notification, escalation, and resolution with respect to the AT&T HVS. ACTS will answer the help desk calls 7x24x365 with trained support engineers who will provide critical issue support. Severity 1 and 2 trouble tickets are supported 7x24x365.
- (b) Non-critical issues, which are any Severity 3 and Severity 4 trouble tickets, are supported during NBH. In the event Customer requires technical support for non-critical issues outside of Normal Business Hours, night and weekend rates apply based on the rates set forth herein.
- (c) Customer Administrator shall provide ACTS the Site AIN (as described above) and password for access to trouble ticket tracking.

4.2 AT&T Monitoring Notification

The AT&T Network Operations Center monitors all AT&T Equipment and Purchased Equipment (consisting of SBC's and voice gateways) associated with the AT&T HVS on a 7x24x365 basis.

AT&T HVS includes a suite of management tools called OpEasy. OpEasy detects and documents issues into the database and assigns an Incident Report ("IR") number. OpEasy consists of the following monitoring tools:

- "Phone home" to AT&T HVS (if enabled, allows Customer staff to get SNMP alarms and server alerts);
- Email notification:
 - Voice Quality Statistics
 - System Performance
 - Load Monitoring
 - Hardware Level Monitoring

4.3 Customer Reported Issues

Customer may report issues to ACTS via a toll-free number for the ACTS call center. Impact Level, Severity Levels, Support Tiers and resolution Service Level Objectives ("SLO") are detailed in this section.

All support requests are documented into the ACTS database and assigned an Incident Report ("IR") number. Severity Level is assigned at the time the IR is reported. AT&T Tier 2 Support and the Customer will mutually agree to the Severity Level to assign the IR. When the IR is documented, Customer contact will receive a confirmation e-mail indicating the problem description and IR number. Upon closure of an IR, a secondary e-mail notification with details of the problem resolution and/or corrective action will be sent to Customer contact. Customer contact will have access to view both open and closed IRs related to their Site, including all the resolution notes pertaining to each ticket.

Customer is responsible for providing Tier 1 support for Customer organization related to the preliminary AT&T HVS issues.

AT&T is responsible for providing Tier 2 through 4 Support, as follows:

Tier 2 Support: The ACTS operational center 24x7, 365 days a year

Tier 3 Support: Senior support engineers

Tier 4 Support: R&D Engineering support (from Third Parties)



**Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services**

Any Tier of support may be engaged to resolve an IR, regardless of the Severity Level. In addition, Tier 3 Support may engage Third Parties if the IR is determined to be a manufacturer's hardware or firmware issue.

(a) Impact Levels - Defined

Customer shall contact ACTS to place a trouble ticket in connection with the AT&T HVS. At the time Customer contacts the ACTS, ACTS will, in the exercise of its reasonable discretion, assign the event an Impact Level based on the criteria set forth below.

| Impact Level | Impact Level Definition |
|---------------------|---|
| Severity 1 | Issues on Production Systems that severely affect call processing or traffic for a significant number of the Customer population and require immediate corrective action. This also includes events where 911 emergency calls are not working and there is no functional workaround. Customer may specify, with mutual agreement with AT&T, a "Critical Lines" list that will be treated as Severity 1 issues. A loss of Production Systems will be handled as a Severity 1 Incident. |
| Severity 2 | Issues that significantly affect operation of a Production System or administration and requires prompt attention including degradation of system performance. |
| Severity 3 | Issues that do not significantly impair the functioning of the Production System and do not significantly affect availability of AT&T HVS to Customer. |
| Severity 4 | Issues or requests that do not affect the availability or performance of the Production System |

(b) Trouble Escalation/Resolution Service Level Objective

| Service Impact Level | Description | Escalation | Restoration Objective |
|-----------------------------|---|--|---|
| Severity 1 | For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within 15 minutes of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 30 minutes of receipt of such report | ACTS will escalate reported events to the next level of help desk support based upon the following guidelines: Tier 2 to Tier 3: within 1 hour of reported issue Tier 3 to Tier 4: within 4 hours of reported issue | Provide restoration of AT&T HVS in less than 4 hours from the time Customer is notified by the ACTS the severity of the issue is Severity 1. |
| Severity 2 | For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within one hour of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 2 hours of receipt of such report. | ACTS will escalate reported events to the next level of help desk support based upon the following guidelines: Tier 2 to Tier 3: within 4 hours of reported issue Tier 3 to Tier 4: within 8 hours of reported issue | Provide restoration of service in less than 1 Business Day from the time the event is acknowledged by ACTS and Customer is notified of the severity of the issue. |
| Severity 3 | For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within one Business Day of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 2 Business Days of receipt of such report. | ACTS will escalate reported events to the next level of help desk support based upon the following guidelines: Tier 2 to Tier 3: as needed Tier 3 to Tier 4: as needed | Service restoration is situation dependent. AT&T will make commercially reasonable efforts to resolve the problem promptly. |
| Severity 4 | For events reported by Customer via the telephone or via the on-line ticketing system, ACTS will commence investigation of the reported issue within a commercially reasonable time. | Escalation Tier 2 to Tier 3: as needed Tier 3 to Tier 4: as needed | Service restoration is situation dependent. AT&T will make commercially reasonable efforts to resolve the issue or provide a response in a timely manner. |



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

5. Customer Responsibilities

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer is responsible for the following:

- (a) Assign a Single Point of Contact ("SPOC") in connection with the Services.
- (b) Designate a Customer Administrator.
- (c) Attend the kickoff meeting.
- (d) Provide all LAN/WAN and network connectivity required to connect to the AT&T HVS.
- (e) Participate in the Database Collection workshop.
- (f) Provide the requisite User information to be included in User Database.
- (g) Provide address and seat count for each Site.
- (h) Submit requests for additional service and MACDs in the AT&T designated format.
- (i) Provide required User phone settings in the AT&T designated format
- (j) Notify Users of installation task(s) and timelines.
- (k) Provide network access to AT&T for remote administration, troubleshooting, and installation activities.
- (l) Ensure that all required cabling, network patch cords, and station jacks are installed.
- (m) Perform all Customer Site preparation activities including, but not limited to, power, core drilling, ventilation, and the installation of Equipment racks.
- (n) Provide local Site Contact name, telephone number, address, and email for both a primary and backup.
- (o) Ensure AT&T access to Customer Site(s) and any work areas and provide parking.
- (p) Ensure there is sufficient space and power for AT&T Equipment.
- (q) Provide authorized personnel on-Site during any Equipment installation and Test and Turn-Up.
- (r) Provide AT&T with login and password information to all equipment related to the Services provided hereunder, including both basic access and modification access.
- (s) Provide access to applicable AT&T HVS training to Users

5.1 Customer Network Standards

In addition to the network infrastructure requirements listed in site, to successfully implement IP Telephony, Customer's data network must be able to support the demands of voice traffic concurrent with the data demands. Customer's legacy network must meet the following performance standards for IP Telephony:

- (a) Sufficient bandwidth must exist to support both voice and data traffic.
- (b) Packet loss should not exceed 1%.
- (c) WAN links not to exceed 70% utilization during any period.
- (d) Zero (0) CIR Frame Relay links are not supported. Internet to transport voice is not supported.
- (e) Serialization delay for each router interface should be less than 10ms.
- (f) Bursting above CIR on Frame Relay links is not supported.
- (g) Ethernet LAN Switched media (no hubs).
- (h) Ethernet network of at least 100 Mbps or 1000 Mbps is required
- (i) Category-5 cabling minimum (no Category-3 or Coaxial cabling).
- (j) Adequate bandwidth to support Customer voice, video and data traffic volume demands over the network. Each IP Telephony call can consume up to approximately 80 Kbps of bandwidth.
- (k) Low end-to-end delay (latency) to ensure a good quality voice conversation (≤ 100 milliseconds recommended).
- (l) Minimal packet loss to ensure parts of a conversation are not distorted or lost especially during bursty data traffic flows.
- (m) Low jitter to ensure that the next IP packet can be played at the destination CODEC without requiring large jitter buffers.
- (n) Separate VLAN's for voice traffic is required.

Customer shall ensure all Ethernet switches and IP WAN routers will be equipped and programmed to satisfy QoS and security standards necessary to support voice communications. Customer will ensure pertinent bandwidth, latency, packet loss, and echo issues are addressed. Customer is required to have sufficient network connectivity to each building served by AT&T HVS in a campus environment.

5.2 Customer Requirements Regarding Cable Plant

- (a) Cable and cable plant are the responsibility of Customer. In the event Customer cannot meet the cabling requirements and specifications outlined in this section, AT&T cannot implement the HVS Service until such time as the cabling requirements are met. AT&T reserves the right to accept or reject the condition of cable(s) and cable plant following inspection of such cable plant and equipment by AT&T prior to or during installation. Customer represents and warrants:
- (b) Customer has sufficient LAN/WAN cabling and a transport infrastructure that will fully satisfy the stringent requirements in Section 5.1 above of IP Telephony communications to support the HVS Service.



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

- (c) Customer shall ensure each station user's work area will be supported by a minimum of one (1) four-pair, Category 5E (RJ-45) or higher station cable for LAN. The RJ-45 connectors will be either wall mounted or mounted in the modular furniture throughout the office environment.
- (d) Customer shall provide RJ-11 connectors, if required.
- (e) Customer has sufficient cable pairs from the main equipment room to each local wiring closet to support all required connectivity including, for example, analog circuits, for the AT&T HVS.

6. Project Governance

6.1 Change Control Process

Either Party must submit change requests to contractual documents in writing. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once the changes are mutually agreed, both parties must execute the document (sample at Appendix C).

6.2 Engagement Contacts

| | Customer | AT&T |
|----------------|----------|------|
| Name | TBD | TBD |
| Title | | |
| Address | | |
| Phone | | |
| Email | | |

7. Charges and Fees

The charges for the AT&T HVS Packages and optional features are stated below. Unless stated otherwise, all Packages and optional features are Monthly Recurring Charges ("MRC"). Pricing below is based on a Minimum Payment Period of **Thirty Six (36) months**.

7.1 AT&T HVS Feature Packages

There are four (4) Feature Packages available for purchase, as detailed in Appendix A:

- (a) Standard Feature Package
- (b) Premium Feature Package
- (c) Voicemail only Feature Package
- (d) Business Trunk Feature Package

Fees associated with Feature Packages are assessed on a per Seat basis. Each telephone number at a Site requires a separate "Seat" license.



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

7.2 AT&T HVS Fees and Charges – Term is thirty-six (36) months.

Table 1: One-Time Charges for Installation, Implementation Purchased Equipment and Maintenance

| Professional Services and One Time Fees | | | | |
|--|---|------------|-----------------------|--------------------|
| Part Number | Description | Qty | Price Per Unit | Ext Price |
| 901 0020 006-251P | Provisioning Service, Non-Mitel Endpoint, Per Instance, One-time | 400 | \$18.75 | \$7,500.00 |
| 901 0020 210 | Labor, Post-Install Customer Care, on-site, up to 3 days | 1 | \$4,700.00 | \$4,700.00 |
| 900 1600 235 | Remote Training - Per Day (End User or Train the Trainer) | 1 | \$1,437.50 | \$1,437.50 |
| 901 0020 500 | Provisioning Service, Mitel Call Recording Enterprise/Group On-Boarding, One-Time | 1 | \$756.00 | \$756.00 |
| 901 0020 501 | Provisioning Service, Call-Recording User, One-Time (Requires PLM Approval) | 484 | \$37.80 | \$18,295.20 |
| | Dubber Call-Recording Setup Fees | 1 | \$3,150.00 | \$3,150.00 |
| | Dubber End User Training - 4 hours | 1 | \$2,016.00 | \$2,016.00 |
| | Professional Services and One Time Fees Subtotal | | | \$37,854.70 |

| HARDWARE, SOFTWARE, MAINTENANCE | | | | |
|--|--|---|--------------|------------------|
| Bay Forest Golf Course | | Site & Ship to Address: 1322 S Broadway La Porte TX 77571 | | |
| Part Number | Description | Qty | Price | Ext Price |
| 900 0110 001R | VoIP Gateway, including 2 FXS analog lines, single 10/100 BaseT MP-112, with RTCP-XR Reports (APPLIANCE) | 1 | \$233.54 | \$233.54 |
| City Hall | | Site & Ship To Address: 604 W Fairmont Parkway La Porte TX 77571 | | |
| Part Number | Description | Qty | Price | Ext Price |
| 900 0110 003R | VoIP Gateway, including 8 FXS analog lines, single 10/100 BaseT MP-118, with RTCP-XR Reports (APPLIANCE) | 1 | \$816.21 | \$816.21 |
| EMS | | Site & Ship To Address: 10428 Spencer La Porte TX 77571 | | |
| 900 0110 001R | VoIP Gateway, including 2 FXS analog lines, single 10/100 BaseT MP-112, with RTCP-XR Reports (APPLIANCE) | 1 | \$233.54 | \$233.54 |
| Fire Station 1 | | Site & Ship To Address: 125 S 3rd Street La Porte TX 77571 | | |
| 900 0110 002R | VoIP Gateway, including 4 FXS analog lines, single 10/100 BaseT MP-114, with RTCP-XR Reports (APPLIANCE) | 1 | \$455.29 | \$455.29 |
| Fire Station 2 | | Site & Ship To Address: 9710 Spencer Hwy La Porte TX 77571 | | |
| 900 0110 001R | VoIP Gateway, including 2 FXS analog lines, single 10/100 BaseT MP-112, with RTCP-XR Reports (APPLIANCE) | 1 | \$233.54 | \$233.54 |
| Fire Station 3 | | Site & Ship To Address: 2400 Sens Road La Porte TX 77571 | | |
| 900 0110 001R | VoIP Gateway, including 2 FXS analog lines, single 10/100 BaseT MP-112, with RTCP-XR Reports (APPLIANCE) | 1 | \$233.54 | \$233.54 |
| Fire Station 4 | | Site & Ship To Address: 2900 S Broadway La Porte TX 77571 | | |
| 900 0110 001R | VoIP Gateway, including 2 FXS analog lines, single 10/100 BaseT MP-112, with RTCP-XR Reports (APPLIANCE) | 1 | \$233.54 | \$233.54 |
| Five Points Plaza | | Site & Ship To Address: 100 S Broadway La Porte TX 77571 | | |
| 900 0110 001R | VoIP Gateway, including 2 FXS analog lines, single 10/100 BaseT MP-112, with RTCP-XR Reports (APPLIANCE) | 1 | \$233.54 | \$233.54 |



**Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services**

| Municipal Court | | Site & Ship To Address: 3005 N. 23rd Street La Porte TX 77571 | | |
|--------------------------|--|--|----------|---------------------|
| 900 0110 002R | VoIP Gateway, including 4 FXS analog lines, single 10/100 BaseT MP-114, with RTCP-XR Reports (APPLIANCE) | 1 | \$455.29 | \$455.29 |
| Police Department | | Site & Ship To Address: 3001 N 23rd Street La Porte TX 77572 | | |
| 900 0110 003R | VoIP Gateway, including 8 FXS analog lines, single 10/100 BaseT MP-118, with RTCP-XR Reports (APPLIANCE) | 1 | \$816.21 | \$816.21 |
| CP-8861-3PCC-K9 | Cisco IP Phone 8861 with Multiplatform Phone firmware | 400 | \$245.43 | \$98,172.00 |
| CON-SSSNT-CP88613J | SOLN SUPP 8X5XNBD Cisco IP Phone 8861 for 3rd Party Call C Service Duration-12 Months | 400 | \$30.96 | \$12,384.00 |
| Animal Pound | | Site & Ship To Address: 10901 Spencer Highway La Porte TX 77571 | | |
| 900 0110 001R | VoIP Gateway, including 2 FXS analog lines, single 10/100 BaseT MP-112, with RTCP-XR Reports (APPLIANCE) | 1 | \$233.54 | \$233.54 |
| Public Works | | Site & Ship To Address: 2963 N 23rd Street La Porte TX 77571 | | |
| 900 0110 003R | VoIP Gateway, including 8 FXS analog lines, single 10/100 BaseT MP-118, with RTCP-XR Reports (APPLIANCE) | 1 | \$816.21 | \$816.21 |
| Total | | | | \$115,549.99 |

Table 2: Monthly Recurring Charges (includes optional services)

| AT&T Product | Description | Per Seat Price Per Month | Qty | Extended Charge Per Month |
|--|---|---------------------------------|------------|----------------------------------|
| Monthly Premium License Package Per Seat | The AT&T HVS Premium License Package includes the features included with AT&T HVS Basic License Package features. The AT&T HVS Premium License Package also includes voice mail as well as SIP trunking with unlimited local and domestic long distance. AT&T HVS per seat price DOES NOT include Fixed Mobile Convergence, Presence, or Contact Center. The features shown in the HVS Feature Matrix Table below that are listed under the Premium License Column are included in the Premium License | \$8.84 | 400 | \$3,536.00 |
| Monthly Basic License Package Per Seat | HVS service Basic features, unlimited local and domestic US long distance, defined as within the 48 contiguous states. | \$6.92 | 46 | \$318.32 |
| Monthly Voice Mail Only | The Voice Mail only seat is feature package that allows Customers to have a voice mail only user defined in the system. No calling features are supported | \$4.16 | 0 | \$0.00 |
| Monthly SIP Trunking Price Per Concurrent Call | The SIP Trunk Seat is an optional feature that allows Customers to connect HVS to legacy key telephony(KTS) and TDM PBX's through the use of a premises- based integrated access device that converts VoIP/SIP to TDM Interfaces | \$12.48 | 0 | \$0.00 |
| Monthly A911 ERS Package Per Device | See Section 3.16 for details | \$0.42 | 0 | \$0.00 |
| Monthly Receptionist Seat – per receptionist | The Receptionist is an optional chargeable feature that is an attendant console client for receptionists or telephone attendants who manage and screen inbound calls for enterprises. The interface is designed to follow the natural work 'flow' of a call from the top to the bottom of the screen | \$5.77 | 0 | \$0.00 |



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

| AT&T Product | Description | Per Seat Price Per Month | Qty | Extended Charge Per Month |
|---|---|--------------------------|-----|---------------------------|
| Monthly Premium call center – per agent (includes client) | A Premium call center is designed to provide an advanced set of routing and call management options to support a formal call center environment. It supports such capabilities as multiple dialed number identification service (DNIS) numbers being assigned to a single call center, additional unavailable codes for when agents are not able to take calls, and disposition codes to associate with ACD calls, outbound calling, and silent monitoring of agents. The Premium Call Center feature package also includes an Agent web client that allows ts agents to quickly identify and answer incoming calls, manage active calls, manage their personal availability and easily escalate calls to supervisors. The intuitive browser interface allows agents to resolve issues quickly. | \$15.76 | 0 | \$0.00 |
| Monthly Standard call center – per agent seat | The Standard call center feature is designed to support a normal call center environment where flexible routing options are needed and the agent's workflow dictates the need for ACD states such as Available, Unavailable, and Wrap-up. In addition, Standard call centers are designed to support deployments that require clients such as the Agent client and Reporting. | \$5.77 | 0 | \$0.00 |
| Monthly Call Center Supervisor – per supervisor (includes client) | The Call Center Supervisor package along is an optional chargeable feature that includes a web client that enables supervisors to monitor and manage their assigned agents and queue activity. This includes an embedded dashboard so that a supervisor can monitor agent work flows in real-time. Supervisors can also run default or customized reports on agent and queue performance, based on either real-time or in-depth historical data. | \$16.33 | 0 | \$0.00 |
| Monthly Unified Communications License Package Per Seat | The AT&T Unified Communications License Package includes the features included with AT&T HVS Premium License Package features. The AT&T HVS Unified Communications License Package also includes one BroadTouch Business Communicator Client software licenses. One for the desktop or one for a Mobile device. | \$2.08 | 48 | \$99.84 |
| Monthly Meet Me Conferencing – per port | The HVS Meet-Me Conferencing capability supports both Instant Conferencing to meet the needs of a few participants, and Business Conferencing to support formal scheduled conferences with hundreds of participants. Designed to provide an easy-to-use, fully-integrated user experience, Meet-Me Conferencing can be enabled from a user's phone, desktop toolbars, or a web portal, and leaders can manage active calls using a web-based meeting portal. Meet-Me Audio Conferencing provides a full range of conferencing capabilities, from simple reservation-less conferencing to enterprise-class scheduled conferencing that hosts hundreds of users. This high-definition (HD) conferencing application is fully supported on HVS, so there is no additional purchase necessary. Provisioning and service administration is integrated into the HVS platform, enabling enterprise managers to assign and manage conference features | \$8.32 | 0 | \$0.00 |
| 901 0010 500 | Managed Service, Call-Recording, Monthly Recurring (Per User/Per Month) Requires PLM Approval | \$10.40 | 484 | \$5,033.60 |
| Dubber | Call Recording DUB Subscription per /User – Monthly | | | |
| HVS Encryption Per Seat | | 2.08 | 0 | \$0.00 |
| Agent Quality Assurance Agent (Subscription License) Per Seat | | 8.32 | 0 | \$0.00 |
| Receptionist Enterprise (BW Receptionist Enterprise) | | 20.80 | 0 | \$0.00 |
| Desktop Analytics Agent (Subscription License) / Per Seat | | 12.48 | 0 | \$0.00 |
| TOTAL MRC | | | | \$8,987.76 |

Monthly Reoccurring Charges (Licenses) are calculated each month based on the number of users provisioned and what services they are using. This information is stored in OpEasy the MACD, Admin, Reporting and Provisioning tool. OpEasy is polled on a monthly basis to maintain current accurate user counts.

The customer is only charged for the users actually provisioned on the system and may fluctuate on a month by month basis.

Summary – Fees and Charges

| | OTC Total | MRC Total |
|---|---------------------|-------------------|
| Professional Services and One Time Fees Subtotal | \$37,854.70 | |
| Equipment/ Maintenance Subtotal | \$115,549.99 | |
| Licensing | | \$8,987.76 |
| Total | \$153,404.69 | \$8,987.76 |



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

Table 3: Optional Services: One-Time Charges

| Optional Service | Fees Per Hour | Description |
|------------------------------------|---------------|-------------|
| Work Outside Normal Business Hours | \$275.00 USD | |
| Weekend Work | \$325.00 USD | |

7.3 Additional Pricing Terms and Conditions

- (a) **Invoicing.** AT&T shall invoice Customer on a monthly basis for all charges incurred in the previous calendar month. Invoices for Purchased Equipment are issued upon shipment from the AT&T supplier.
- (b) **Travel and related Expenses.** Charges do not include expenses for AT&T travel to Customer facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the Services will be billed at cost as a separate line item on Customer's invoice. AT&T personnel will incur travel expenses only after receiving permission from Customer's Project Manager.
- (c) **Time and Material ("T&M") Rate.** In the event that the scope of work changes from this SOW or AT&T is requested to perform Services outside of Normal Business Hours, AT&T will bill Customer for a T&M rate to be mutually agreed. All such out of scope matters will be handled via the Change Control process outlined in this SOW.
- (d) **Exclusion.** The installation costs stated herein are based on reuse of the existing station wire, riser cable and outside plant.

8. Termination

- (a) Customer may not terminate this SOW for any reason other than for uncured AT&T's material breach.
- (b) In the event Customer terminates this SOW or any portion hereof for any reason other than AT&T's uncured material breach, Customer shall provide AT&T thirty (30) days written notice and be responsible to pay for all Services ordered, all Purchased Equipment ordered, and expenses incurred up until date of Termination, as well as all monthly recurring charges multiplied by the number of months remaining in the Minimum Payment Period.



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

APPENDIX A: AT&T HVS SERVICE FEATURES AND MATRIX

FEATURES DESCRIPTIONS:

- I. **Standard Feature Package:** This package includes the features shown in the AT&T HVS Standard Feature Package **Table 1** (below).
- II. **Premium Feature Package:** This package includes the features in the AT&T HVS Standard Feature Package, the AT&T HVS Premium Feature Package **Table 2**, voice mail, and SIP trunking with unlimited local and domestic long distance.

Premium Feature Package Optional Features are available to Customers who purchase the Premium Feature Package. Optional Premium Features include:

- **Standard call center:** The Standard call center feature is designed to support a normal call center environment where flexible routing options are needed and the agent's workflow dictates the need for various ACD statuses such as *Available*, *Unavailable*, and *Wrap-up*. In addition, Standard call centers are designed to support deployments that require clients, such as the Agent client, and Call Center Reporting.
 - **Premium call center:** A Premium call center is designed to provide an advanced set of routing and call management options to support a formal call center environment. It supports such capabilities as multiple dialed number identification service (DNIS) numbers being assigned to a single call center, additional unavailable codes when agents are not able to take calls, and disposition codes to associate with ACD calls, outbound calling, and silent monitoring of agents.
 - **Call Center Supervisor:** The Call Center Supervisor is a software application that enables supervisors to monitor and manage their assigned agents and queue activity. It includes an embedded dashboard that allows a supervisor to monitor agent work flows in real-time. Supervisors can also run default or customized reports on agent and queue performance, based on either real-time or in-depth historical data.
 - **Receptionist Seat:** The Receptionist Seat is a software-based attendant console. Receptionists or telephone attendants use it to manage and screen inbound calls for enterprises.
 - **HVS Business Communicator Client:** The HVS Unified Communicator provides Users with a Unified Communications (UC) experience across mainstream mobile and desktop platforms including Windows, Mac, iOS and Android. The HVS Communicator is a single application to access voice, video, instant messaging and presence applications.
 - **MS Lync Integration Client :** This HVS Option includes a copy of the is-phone® Desktop Software This Unified Communications (UC) softphone application integrates Microsoft Lync 2010 client with the HVS platform, delivering an integrated UC experience to Lync users.
- III. **HVS Voice Mail Only Feature Package:** This feature provides an “always on” voice mailbox. Users can retrieve voice mail messages by accessing the voice portal from any phone. Users can listen to, save, and delete each message, as well as move to the previous or next message, as outlined in **Table 3** below.
 - IV. **Business Trunk Feature Package:** This package provides transport services to interconnect CPE, such as legacy PBX or key telephone systems (KTS). These features are noted in **Table 4** below.

Appendix A: Table 1

| HVS Standard Feature Package | | |
|---|------------------------------------|--|
| Authentication | Communication Barring User-Control | Lawful Intercept |
| Blind Call Transfer | Connected Line ID Presentation | LDAP Integration |
| Call Capacity Management | Connected Line ID Restriction | Loudspeaker Paging |
| Call Forwarding Busy | Configurable Calling Line ID | Malicious Call Trace |
| Call Forwarding No Answer | Configurable Extension Dialing | Multipath Forwarding |
| Call Intercept Group | Configurable Feature Codes | Outgoing Call Plan |
| Call Intercept User | Consultation Hold | Personalized Name and Greeting Recording |
| Call Return | Customer Ringback – Audio | Physical Location |
| Call Trace | Department Admin Layer | Printable Group Directory |
| Call Transfer | Direct Inward/Outward Dialing | Series Completion |
| Call Transfer with 3 rd Party Consultation | Emergency Zones | Service Packs |
| Call Transfer with 3-Way Consultation | Enhanced Equal Access Provisioning | Service Scripts – Group |
| Call Waiting | Enterprise Voice Portal | Service Scripts – User |



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

| | | |
|--------------------------------|---------------------------------|-------------------------------|
| Call Line ID Blocking | Extension Dialing | SIP TCP |
| Call Line ID Blocking per Call | Flash Call Hold | Third-Party Voicemail MWI |
| Calling Line ID Delivery | Forwarded Calling Plan | Third Party Voicemail Support |
| Calling Number Delivery | Group Resource Inventory Report | Three Way Calling |
| Cancel Call Waiting | Home Zones | Transferred Calling Plan |
| Charge Number | Hunt Groups | Video Call Intercept |
| Classmark | Hunt Group Enhancement | Voice Portal |
| Client Call Control | Incoming Calling Plan | Web Portal Call Logs |
| CommPilot Group Web Portal | Last Number Redial | |

Appendix A: Table 2

| HVS Premium Feature Package | | |
|--|---|-----------------------------------|
| Account Codes | CommPilot Call Manager – Send to Voicemail | Outlook Integration |
| Alternate numbers | CommPilot Call Manager – Three-Way Calling | Parking Stations |
| Anonymous Call Rejection | CommPilot Call Manager – Transfer with Consultation | Pre-alerting Announcement |
| Authorization Codes | CommPilot Express | Priority Alert/Ringing |
| Auto Attendant | CommPilot Personal Web Portal | Push To Talk |
| Auto Callback | Directed Call Pickup | Remote Office |
| Automatic Hold/Retrieve | Directed Call Pickup with Barge-In | Selective Call Acceptance |
| Barge-In Exempt | Directory Number Hunting | Selective Call Rejection |
| HVS Anywhere | Distinctive Alert/Ringing | Sequential Ringing |
| HVS Assistant – Enterprise | Diversion Inhibitor | Shared Call Appearance |
| Busy Lamp Field | Do Not Disturb (Ring Splash option) | Shared Call Appearance - Enhanced |
| Call Notify | Enhanced Outgoing Calling Plan | Simultaneous Ring |
| Call Park | Enhanced Privacy On Hold | Soft Client Support |
| Call Pickup | IP Phone Support | Speed Dial 100 |
| Call Screening by Digit Patterns | Legacy Automatic Callback | Speed Dial 8 |
| Calling Line ID Blocking Override | Location-based Call Restrictions | Two-Stage Dialing |
| CommPilot Call Manager – Blind Call Transfer | Multiple Call Arrangement | User-Managed Privacy |
| CommPilot Call Manager – Call Hold | Music On Hold | Video Add-On |
| CommPilot Call Manager – Call Transfer | MWI Delivery to Mobile Endpoint | Video Auto Attendant |
| CommPilot Call Manager – Calling Line ID Delivery | Network Wide Messaging | Video Music On Hold |
| CommPilot Call Manager – Dial and Last Number Redial | N-Way Calling | Voice Portal Calling |
| CommPilot Call Manager – Phone Lists (Group, Personal, Call Log) | | Wireless Dialing |

Appendix A: Table 3

| HVS Voice Mail Only Package | | |
|------------------------------------|-------------------------------|--------------------------------------|
| Greetings | Email and Any phone retrieval | Skip forward or backwards in message |
| Record Audio greetings | Compose, Reply, Forward | Pause |
| Record personalized name | Broadcast and Call back | Play envelope |
| Email notifications | Purge messages | Purge messages |
| Number of rings | Message review | Jump to previous or next message |
| Escape number | Distribution lists | Urgent/confidential messages |

Appendix A: Table 4

| HVS Business Trunk Package | | |
|--|--|--------------------------------|
| Advice of Charge | Charge Number | Malicious Call Trace |
| Authentication | Client Call Control | Phone Status Monitoring |
| Basic Call Logs | Calling Name Retrieval | Physical Location |
| Call Waiting | Connected Line Identification Presentation | Preferred Carrier User Privacy |
| Calling Lid ID Delivery Blocking | Connected Line Identification Restriction | Service Scripts User |
| Calling Name Delivery | Customer Originated Trace | SMDI Message Desk |
| Calling Name Retrieval | External Calling Line ID Delivery | Third-Party MWI Control |
| Calling Number Delivery | Intercept User | Third-Party Voice Mail Support |
| Calling Party Category | Internal Calling Line ID Delivery | Zone Calling Restrictions |
| Call Forwarding (Always, Busy, No Answer, Not Reachable, Selective | Anonymous Call Rejection | Diversion Inhibitor |



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

| HVS Business Trunk Package | | |
|-----------------------------------|----------------------------|---------------------------|
| Call Transfer | Simultaneous Ring Personal | Selective Call Appearance |
| Sequential Ring | Selective Call Rejection | |



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

APPENDIX B: CUSTOMER SITE LIST

| Site | Site & Ship to |
|------------------------|--|
| Bay Forest Golf Course | 1322 S Broadway La Porte TX 77571 |
| City Hall | 604 W Fairmont Parkway La Porte TX 77571 |
| EMS | 10428 Spencer La Porte TX 77571 |
| Fire Station 1 | 125 S 3rd Street La Porte TX 77571 |
| Fire Station 2 | 9710 Spencer Hwy La Porte TX 77571 |
| Fire Station 3 | 2400 Sens Road La Porte TX 77571 |
| Fire Station 4 | 2900 S Broadway La Porte TX 77571 |
| Five Points Plaza | 100 S Broadway La Porte TX 77571 |
| Municipal Court | 3005 N. 23rd Street La Porte TX 77571 |
| Police Department | 3001 N 23rd Street La Porte TX 77572 |
| Animal Pound | 10901 Spencer Highway La Porte TX 77571 |
| Public Works | 2963 N 23rd Street La Porte TX 77571 |



**Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services**

APPENDIX C: CHANGE ORDER REQUEST FORM

| | |
|---|--|
| Type of Request: | |
| Initiator (Company): | |
| Change Request Received by: | |
| Price Impact: | |
| AT&T Additional Resources Req'd: | |

Task Description:

Other information related to Change:

Impact of Change
Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).

**AGREED and ACCEPTED:
CUSTOMER:**

By: _____
 (Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

**AGREED and ACCEPTED:
AT&T**

By: _____
 (Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

Appendix D: Network Requirements for AT&T Hosted VoIP Service (HVS)

Network Infrastructure Requirements

Points of Demarcation

AT&T Hosted VoIP Service is a Customer premises-based Voice over Internet Protocol (VoIP) product. AT&T Hosted VoIP components are deployed to data center and remote site locations.

The Service Demarcation Point is the AT&T-managed equipment which interconnects AT&T's network with any Customer-managed networks, local and wide-area.

On-premises Equipment

Each physical location at which the Service is deployed must have one (or for high availability, two) Session Border Controllers (SBCs) which provide Voice over IP (VoIP) traffic peering point, monitoring, and local survivability of VoIP calls for that physical location. These SBCs require 1U of space in a 19" equipment rack, each; and one 15A 110AC power outlet and two Ethernet access ports, within 6 feet of the Customer-supplied rack space. It is highly recommended that the power outlets be provided from surge-protected Uninterruptible Power Supplies (UPS).

Each physical location at the which the Service is deployed may have one or more VoIP gateways (GWs) to provide connectivity to standard analog stations, and analog or digital trunks. These GWs require no more than 1U of space in a 19" equipment rack, each; and one 15A 110VAC power outlet and one Ethernet access port, within 6 feet of the Customer-supplied rack space. Smaller 2 or 4 port analog station gateways need not be rack-mounted. It is highly recommended that all power to HVS Equipment be supplied from surge-protected Uninterruptible Power Supplies (UPS).

Local Area Network Requirements

Customers are required to provide a dedicated IEEE 802.1q Virtual LAN for all phone and HVS service devices to intercommunicate within, apart from any other Customer devices. Customers are required to heed all LAN equipment manufacturers' best practices to mitigate common Ethernet attacks such as "VLAN Hopping" and "MAC Flooding" and provide security of the dedicated VLAN. AT&T is not responsible for Service issues arising from Customer's failure to prevent OSI Layer 2-based attacks on VoIP endpoints. AT&T also recommends that each Ethernet switchport connecting an HVS phone, support the Link Layer Discovery Protocol – Media Endpoint Discovery (LLDP-MED) standard (IEEE 802.1AB). LLDP-MED permits HVS-endpoints to discover the ID of the dedicated 802.1q Virtual LAN dynamically, permitting greater ease of phone migration or replacement. Some phones also support the Cisco Discovery Protocol for this same purpose.

As noted in NIST Special Publication SP800-58, VoIP is "exceptionally intolerant of packet loss". AT&T does not support HVS phones connected to non-switched Ethernet infrastructures, and AT&T strongly recommends that each Ethernet switch port to which an HVS phone is connected, be configured for 100 Mbps, Full Duplex operation. Should the Customer desire Ethernet auto-negotiation of speed and duplex for connecting HVS phones, Customer is responsible for ensuring that HVS phones do not operate in Half Duplex mode, which leads to excessive packet loss and poor or no quality phone calls. Like all VoIP solutions, reliable power to both the phones and the underlying network infrastructure is highly desirable. All IP phones certified under HVS support the IEEE 802.3af standard for deriving power from their Ethernet connection – a highly available HVS deployment is based on a PoE Ethernet network, supplied by appropriately-sized Uninterruptible Power Sources in the wiring closets.

Each Session Border Controller (SBC) requires one Ethernet access port on the dedicated VoIP VLAN, and each HVS analog and digital VoIP gateway requires one Ethernet access port on the dedicated VoIP VLAN as well.

IP Addressing and Routing

Wide Area Networks

The Customer is responsible for providing the proper static, public IP addresses for all AT&T Hosted VoIP managed endpoints (Session Border Controllers, analog and digital device gateways) within the Customer Premises Network, typically only one address (later described as HVSPublicIP) but may be as many as four IP addresses depending on the levels of service redundancy desired by the Customer. Multiple IP addresses must be contiguous, and begin with an IP address that is a multiple of 4 in the last octet. Customer shall also provide the proper network mask, gateway, Domain Name Server, and Network Time Protocol server IP information, necessary for the Service to function on the IP addresses provided above.

Local Area Networks

Devices connecting to the IEEE 802.1q Virtual LAN designated for the Service, will use Private IP addresses, provided either by the Customer's LAN infrastructure, or by the on-premises Session Border Controller. If the Customer provides the Dynamic Host Control Protocol (DHCP) service to assign Private IP addresses to HVS endpoints, then the Customer must ensure that any endpoint so configured will be granted an IP Address lease by the Customer's DHCP server within 30 seconds of receiving a Request by an AT&T



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

Hosted VoIP Service endpoint. This DHCP Server must also offer the proper network mask, gateway, Domain Name server and Network Time Protocol server as specified above.

Each Session Border Controller (SBC) requires one Ethernet access port on the dedicated VoIP VLAN which will use a Private IP address, and one Ethernet access port on the VLAN supporting the Public IP address(es) provided as HVSPublicIP.

Quality of Service

QoS is necessary in IP networks due to the fact that they are characterized by bursty traffic and “best-effort” delivery. This presents significant problems for real-time applications like voice and video. Best effort delivery may be acceptable for Web traffic or e-mail, but voice requires the maintenance of service within various performance parameters in order to achieve acceptable quality standards for business communications.

Delay or Latency Requirements

In order to have an intelligible conversation, the human voice has to stay within an end-to-end perceptual “delay budget” as recommended by the ITU G.114 specification. The end-to-end (LAN and WAN) one-way delay budget for this service is 150 ms. Jitter or Delay Variation Requirements

The effect of jitter in a VoIP network is to increase both delay and packet loss. Jitter increases delay because a jitter buffer is used to smooth out the inter-arrival times of the voice packets. Voice quality will be affected if the AT&T requirement that the maximum jitter for voice traffic exceeds 50ms, and the average jitter exceeds 13 ms, for any single call.

Packet Loss Requirements

When voice packets are lost during transport in IP networks, the result is a perceptual degradation in the quality of the end users’ conversation. AT&T requires that packet loss not exceed 1%

Packet Classification and Marking

All voice packets transmitted via the Service are marked by either the end user device (e.g, IP phones) or PSTN gateways. The Customer WAN and LAN components (including switches, routers and firewalls) must preserve the setting in these packets, and should prioritize the transmission of traffic marked with these settings over both WAN and LAN, to maximize Voice over IP application performance. The packet markings in the Differentiated Code Services Point field are Per-Hop-Behavior Expedited-Forward (EF, decimal 46), for all real-time traffic. Web portal and HVS Toolbar traffic will be marked as Best Effort unless otherwise marked by the Customer’s hosts or LAN infrastructure.

Requirements for Security

Premises network security is the responsibility of each Customer. The following guidelines have been developed to assist AT&T Customers to plan and implement integration of hosted IP telephony into their existing IT security framework. Customers are responsible for making the following configuration changes, as well as determining whether their existing firewalls/network security devices are technically capable of functioning securely for the voice application.

Firewalls/Perimeter Security

HVS-Customer traffic routing will be limited to the VRFs listed in Block 9 of the CSA for both Voice and Data – traffic from the Customer Local Area Networks directed via any other VRF will be dropped and the corresponding sessions will fail. It is highly advised that HVS Voice traffic be transmitted via the shortest, non-firewalled paths where possible, to minimize propagation delay.

AT&T requires that sessions using the following ports and protocols be opened from outside any Customer firewall to specific inside devices in order to not interfere with the passage of voice traffic and the operation of AT&T- managed Hosted VoIP Service devices. These are the ONLY sessions that will be initiated from the HVS Core public IP addresses using the ports below, destined for one or more devices on the Customer’s network, with Customer-provided Public IP addresses.

Please find the list below that matches your designated VRF for HVS access.

| Protocol | DestPort(s) IP |
|-----------------|-----------------------|
| SIP | 5060/UDP&TCP |
| SIP | 5050/UDP |
| RTP | 16384-35000/UDP |
| SIPS | 5061/TCP |
| HTTPS | 443/TCP |
| HTTPS | 46160-46199/TCP |
| SSH | 22/TCP |
| SNMP | 161/UDP |
| ECHO | ICMP |
| SMTP | 25/TCP |



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

All other traffic transmitted by AT&T Hosted VoIP Service will be for sessions initiated from devices inside any Customer network security perimeter(s); should the Customer's network security policies limit outbound traffic or inbound traffic in response to valid outbound sessions, additional policy modifications may be required as specified by AT&T for successful operation of the Service.

Application Layer Gateways

AT&T strongly recommends that Customers disable inspection of SIP protocol traffic associated with the Service, in all Customer-managed Application Layer Gateways, firewalls, and Network Address Translation devices.

Customers who choose to utilize a firewall, router or other device to inspect SIP protocol traffic must configure it to perform as a SIP-aware ALG, compliant with all SIP Methods contained in IETF RFC 3261, and any future SIP standards as deemed appropriate by AT&T in the enhancement of this Service. If the Customer uses a private IP addressing scheme and uses NAPT (Network Address Port Translation) to conserve the use of public IP addresses, the Customer's firewall, or other device negotiating this translation, must also provide a SIP-aware translation, in accordance with AT&T specifications, to preserve proper performance of the Service.

Requirements for Unified Messaging

AT&T Hosted VoIP Solutions provides unified messaging to Customers via voice messages stored in a AT&T system. This method requires a Customer's network to meet the following requirements in order for Customer email clients to retrieve voice messages for presentation to end users.

Customer email clients must be configured with an IMAP4 email profile to retrieve voice messages from AT&T's servers.

All traversed Customer firewalls/security devices must be configured to permit sessions for IMAP4 (TCP port designated by AT&T) to exit from the Customer's network towards AT&T's UM server and allow the return traffic back in through the necessary security devices, to be presented to the end user's PC.



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

Appendix E: Optional Training

On-Site End User / Admin Training:

On-Site, End User Training – As an option to AT&T customers, Mitel can provide On-Site End User Training for Mitel phones. This training can be executed directly to the End Users or as a Train the Trainer class.

On-Site requirements for “End User” Training for Mitel Phones & Administrators:

- Training will be held during normal business hours (Monday-Friday, 8am-5pm). AT&T / customer are responsible for providing training equipment and room per Mitel specifications.
- Training is based on the following:
 - ✓ Max 20 students per training session
 - ✓ 4 Classes per day / 90 mins
 - ✓ Customer is responsible to purchase, setup and test training phones prior to day of training
 - ✓ Customer is responsible to setup training room & provide projector that trainer’s laptop can connect to

On-Site requirements for “Train the Trainer “ for Mitel Phones & Administrators:

- Training will be held during normal business hours (Monday-Friday, 8am-5pm). AT&T is responsible for providing training equipment and room per Mitel specifications.
- Training is based on the following:
 - ✓ Max 10 students per training session
 - ✓ 4 Classes per day / 90 mins
 - ✓ Customer is responsible to purchase, setup and test training phones prior to day of training
 - ✓ Customer is responsible to setup training room & provide projector that trainer’s laptop can connect to

Note: All On-Site training will be scheduled typically 45 days in advance



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

On-site Clearspan End User Training

Instructor-Led Course at Customer Site (If Purchased)

| | |
|---|---|
| Teaching Method | |
| On-Site Instructor-led class – 8 hrs. | |
| Prerequisites | Number of Trainees |
| None | Max 20 students per class Max 10 for Train the Trainer |
| Audience | Training Dates |
| System Administrators | Within 2 weeks of cutover for those users – per phase |
| Objectives | |
| Mitel will provide an onsite hands-on training program for all Customer administrators. Each user learns to Add, Delete and Modify users, run Reports, etc.... | |
| Course Contents (baseline) | |
| <ul style="list-style-type: none"> • Slide presentation showing feature operations with explanation of uses and benefits • Identify the Clearspan administration levels • Create administrators at the various levels • Review configuration of Enterprises within the Clearspan system • Modify Clearspan Groups • Modify Group and User Service • Define New User Service templates • Define new end-user devices • Configure and administer Voice Portals • Configure and administer Voice Mail service • Configure and administer Auto Attendants • Provision the following services: Hunt Groups, Music on Hold, Instant Group Call, Hunt Group • OpEasy® Provisioning Management / Reports | |
| Resources | |
| <p>The training classes will be conducted in the Customer training rooms.</p> <p>The training sessions are equipped with User PC's, 6867 and 6863 instruments for actual hands-on use, as they apply to each group.</p> <p>Customer is responsible to purchase, setup and test training phones prior to day of training Customer is responsible to setup training room & provide projector that trainer's laptop can connect to</p> | |



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

Remote Clearspan / OpEasy Provisioning Training

As an option to AT&T customers, Mitel can provide Remote Clearspan / OpEasy Provisioning Training. This training can be executed directly to the Administrators or as a Train the Trainer class.

Remote Clearspan / OpEasy Provisioning Training requirements for Administrators:

- Training will be held during normal business hours (Monday-Friday, 8am-5pm). AT&T / customer are responsible for providing access to the System / Internet.
- Training is based on the following:
 - Max 10 students per training session

Remote Clearspan / OpEasy Provisioning Training requirements for Administrators “Train the Trainer”:

- Training will be held during normal business hours (Monday-Friday, 8am-5pm). AT&T / customer are responsible for providing access to the system / Internet.
- Training is based on the following:
 - Max 5 students per training session



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

Remote Clearspan OpEasy Training

Instructor-Led Course - Remote (If Purchased)

| | |
|---|--|
| Teaching Method | |
| Remote Instructor-led class – 8 hrs. | |
| Prerequisites | Number of Trainees |
| None | Max 10 students per class Max 5 for Train the Trainer |
| Audience | Training Dates |
| System Administrators | Within 2 weeks of cutover for those users – per phase |
| Objectives | |
| Mitel will provide a remote training program for all Customer administrators. Each user learns to Add, Delete and Modify users, run Reports, etc... | |
| Course Contents (baseline) | |
| <ul style="list-style-type: none"> • Slide presentation showing feature operations with explanation of uses and benefits • Identify the Clearspan administration levels • Create administrators at the various levels • Review configuration of Enterprises within the Clearspan system • Modify Clearspan Groups • Modify Group and User Service • Define New User Service templates • Define new end-user devices • Configure and administer Voice Portals • Configure and administer Voice Mail service • Configure and administer Auto Attendants • Provision the following services: Hunt Groups, Music on Hold, Instant Group Call, Hunt Group • OpEasy® Provisioning Management / Reports | |
| Resources | |
| The training classes will be conducted remotely. | |



REQUEST FOR CITY COUNCIL AGENDA ITEM

| |
|--|
| Agenda Date Requested: <u>October 12, 2020</u> |
| Requested By: <u>Corby Alexander, City Mgr.</u> |
| Department: <u>Administration/CMO</u> |
| <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance |

| Appropriation | |
|-------------------|---|
| Source of Funds: | <u>032 - Grant Fund</u> |
| Account Number: | _____ |
| Amount Budgeted: | <u>\$1,948,265.00</u> |
| Amount Requested: | <u>\$300,000.00</u> |
| Budgeted Item: | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Exhibits:

SUMMARY & RECOMMENDATION

In response to COVID-19, the Coronavirus Relief Fund (CRF) was established by the CARES Act, which appropriated \$150 billion to help state and local governments address the economic impacts of the coronavirus. Harris County received a direct allocation from the U.S. Treasury, and has established a Small Cities Assistance Program (SCAP) to provide appropriate reimbursement of Coronavirus Relief Funds (CRF) to the respective small cities within the county. Expenses that are eligible for reimbursement under the SCAP must be incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. The program allows Cities to take advantage of funding of up to \$55 per capita, provided the City meets County requirements.

The CRF allocation for La Porte is a maximum of \$1,948,265.00. On August 24, 2020, City Council approved an Interlocal Agreement with Harris County for the Small Cities Assistance Program (SCAP). Staff then presented a proposed CRF Funding Plan, which was approved by City Council at the September 28, 2020 meeting. This funding plan allocates \$300,000 for implementation of a Small Business Relief Program in La Porte. The City has two options to provide financial assistance to local businesses in La Porte:

OPTION 1

Harris County approved a total of \$30 million for a Small Business Recovery Fund (SBRF) to be allocated evenly between the County's four precincts (\$7.5 million each). The City may elect to transfer a portion of its CRF Small Cities Assistance Program (SCAP) allocation to the Harris County SBRF. This would provide additional grant

funding specifically for businesses in La Porte that have already applied through the County's program. With this option, Harris County would be fully responsible for administration of the funds, including selection of recipients. Any La Porte businesses that apply through this program would have to meet Harris County's eligibility criteria to be considered for funding. The general eligibility requirements for businesses applying through the Harris County SBRF are:

- In business for the entire 2019 calendar year
- Less than 30 employees
- No outstanding tax liens or judgments, excluding 2019 property taxes
- Demonstrative negative financial impact from COVID-19
- Located in Harris County/La Porte
- Must not have received other COVID-19 financial assistance
- Money can be used to assist with: payroll, mortgage, utility, or other business operating expenses
- Grant funding not to exceed \$25,000

OPTION 2

The City has the opportunity to implement and manage its own business relief program. The program requirements would have to be approved by Harris County prior to implementation. Staff has researched various locally-funded business relief programs throughout Texas, and developed a program proposal for your review. As part of the application review and decision process, staff recommends formation of a subcommittee under the La Porte Development Corporation Board that includes participation by the City Manager's Office. Staff recommends the subcommittee be made up of four (4) members: three (3) individuals from the La Porte Development Corporation Board, and one (1) individual from the City Manager's Office. Grants will be awarded on a first come, first serve basis. The \$300,000 funding allocation will be split as follows: \$100,000 dedicated to small businesses with ten (10) or less employees, and \$200,000 dedicated to small businesses with eleven (11) to fifty (50) employees. There can be no conflict of interest for Board members or City staff involved in determining funding allocations.

The following is the proposed structure and guidelines for a small business relief program that would be implemented and managed by the City of La Porte.

“La Porte Cares Small Business Relief Fund”

The “La Porte Cares Small Business Relief Fund” program hosted by the City of La Porte includes the allocation of \$300,000 from the Harris County Coronavirus Relief Fund (CRF) Small Cities Assistance Program (SCAP) to provide financial assistance for local businesses located within the city limits of La Porte that have been adversely affected by the COVID-19 pandemic. Local La Porte small businesses may be eligible to obtain grant funds up to \$10,000. Grants will be awarded on a first come, first serve basis.

Eligibility:

- Businesses with 50 employees or less at the time of the City of La Porte's COVID-19 local disaster declaration on March 13, 2020.
- Must be located within the La Porte city limits and operate out of a physical location in La Porte.
 - Physical location includes “brick and mortar” structure, single-family homes, and other types of physical locations in La Porte. Locations will be verified with the review of Certificate of Occupancy as granted by the City of La Porte Building Inspections.
- Business must have been in operation since March 13, 2019.
- Registered to do business in the State of Texas.
- Demonstrate a 25% or more loss of revenue due to the COVID-19 pandemic.
- Annual gross revenue must be under \$1.5 million.
- Owner/Applicant is not currently in bankruptcy and has not filed bankruptcy in the last 12 months.
- Owner/Applicant is current with City property taxes and City fees, or has a payment plan in place with the City as of April 30, 2020.

Types of businesses that can apply:

- Sole proprietorships
- Partnerships
- Self-employed individuals
- Independent contractors
- Local Franchisees
- Locally held or operated corporations

Types of businesses that are ineligible to apply:

- Business with an operating location outside of the City of La Porte’s incorporated limits
- Business with more than 50 employees at the time of application
- Non-profit/Not-for-profit organizations
- Businesses that have filed for bankruptcy as of January 2020 or are currently in bankruptcy
- National franchises, excluding independently owned franchises
- Pyramid concerns
- Gambling establishments
- Real estate developers
- Real estate businesses (single-family, multi-family, commercial, short term rental)
- Investors
- Government entities/departments
- Hobby businesses
- Sexually oriented businesses (live performances, product sales, items, or materials)
- Political and lobbying concerns
- Religious organizations

- Business suspended or debarred from doing work with the federal government
- Predatory lending businesses
- Pawn shops
- Package liquor establishments
- Tattoo parlors
- Smoke/Vape shops

Additionally, businesses engaged in illegal activities, those not in good standing with local, state, or federal tax authorities, and those with owner(s) or partner(s) currently undergoing bankruptcy proceedings are ineligible to apply.

Money can be used to assist with:

- Payroll costs for permanent employees and/or contract labor
- Payments to suppliers
- Rent, lease, or mortgage expenses for real property used exclusively for business purposes (excludes personal residences)
- Rent, lease, or purchase payments for business equipment (excluding any personal property not used exclusively for business purposes)
- Technology applications and Wi-Fi services
- Utilities for locations used exclusively for business purposes
- Cost of critical business operations (raw materials, marketing, etc.)
- PPE, sanitization supplies and other related COVID-19 expenses
- Interest on business debt obligations (other than personal residences) incurred after March 13, 2020

Funds can be used for one or all costs examples. Businesses who receive grant funding will be required to document how the funds are used and submit documentation once funds are depleted.

Documents that must be provided with application:

- Business tax return for 2018 or 2019
- *Estimated Disaster Economic Injury Worksheet for Businesses* with the following supporting documentation:
 - Monthly Balance Sheets and Profit/Loss (P&L) Statements from March 2019 through September 30, 2020
 - Invoices and expenses paid from March 13, 2020 through September 30, 2020
 - 2019 Business Bank Account statements to cover the period of March 13, 2019 through December 31, 2019
 - 2020 Business Bank Account statements to cover the period of January 1, 2020 through September 30, 2020
- Articles of incorporation, business license, or DBA certificate
- 2020 Texas Workforce Commission (TWC) Reports
- W-9 form (for processing payment)
- Any other documents requested to determine eligibility

Review/Selection Process:

- The La Porte Development Corporation subcommittee on the “La Porte Cares Small Business Relief Fund” program will review eligible applicants who have submitted all required documentation.
- Priority will be given to applicants that have not yet been approved for funding from other COVID-19 assistance programs.
- If selected as a recipient, grants will be a maximum of \$10,000 based on expenses incurred during the period from March 13, 2020 through the date of application.
- Applications and supporting documentation will be submitted through the City’s website, then provided to the subcommittee for review. Applications will be reviewed in the order of arrival.

Grant Funding:

- Not to exceed \$10,000 per eligible business

Grant Distribution Timeline:

- The application opens on October 23, 2020 and closes on November 4, 2020. All applications must be received by 11:59 p.m. on November 4, 2020.
- Grants will be paid within 30 days of approval of the application

Staff Recommendation:**Option 1: Transfer a portion of the City’s Small Cities Assistance Program (SCAP) allocation to the Harris County Small Business Recovery Fund****Pros:**

- Harris County manages all aspects of the program.
- Does not require a significant time commitment from City staff or volunteers.

Cons:

- The City does not have any control over the eligibility criteria or the selection process.
- Many La Porte businesses may not have applied for the County’s program, or been considered eligible per County guidelines. The City does not yet have access to that information.
- The City would not have any control over the timeline. Funds not expended on the City’s behalf would be returned to the City’s allocation, but there is no understanding of when that would occur.

Option 2: The City utilizes its SCAP allocation to implement and manage a Small Business Relief Program for La Porte**Pros:**

- The City can establish its own eligibility criteria and application process, as long as it receives pre-approval from Harris County.
- The City can actively participate in the review and selection process.

- The City can partner with the Chamber of Commerce to market the program in an effort to have more La Porte businesses participate.

Cons:

- Will require a significant time commitment by City staff and volunteers to oversee the program in a short period of time, and likely require special meetings of the La Porte Development Corporation Board to meet deadlines.

Staff recommends approval of Option 2 for the La Porte Small Business Relief Program.

ACTION REQUIRED BY CITY COUNCIL

Consider and discuss the options available for administration of the CRF Funding Plan related to the small business assistance program. Approve either Option 1 or Option 2 as it relates to administration and process of the City of La Porte “La Porte Cares Small Business Relief Fund” program.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date