

CITY OF FRANKLIN, OHIO  
RESOLUTION 2023-78

**AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MOBILCOMM, INC.  
FOR THE PURCHASE OF CERTAIN EMERGENCY DISPATCH EQUIPMENT AND RELATED SERVICES**

WHEREAS, the City of Franklin presently uses a Motorola Solutions, Inc. radio system for the provision of its 9-1-1 emergency dispatch services (the "Dispatch Radio System");

WHEREAS, Motorola Solutions, Inc. has released new, updated equipment and/or software which must be integrated into the City's existing Dispatch Radio System in order to maintain efficient emergency dispatch services within the City;

WHEREAS, Motorola Solutions, Inc. selected Mobilcomm, Inc. as its subcontractor for installation and maintenance of the Products, and Mobilcomm, Inc. is the sole source provider of the same for the City of Franklin;

WHEREAS, the equipment, software and related services necessary to update the Dispatch Radio System (collectively, the "Products"), along with the cost of such Products, are set forth in the Mobilcomm, Inc. purchase order attached as Exhibit A to this Resolution;

WHEREAS, the City finds that acquisition of the Products will enhance the public welfare by ensuring the City's continued provision of efficient and effective 9-1-1 emergency dispatch services, and desires to purchase the Products from Mobilcomm, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of Council Members present concurring, that:

Section 1. Council hereby authorizes the City Manager to execute, on behalf of the City, a purchase order with Mobilcomm, Inc. for the City's purchase of the Products, in substantially the same form as the attached Exhibit A.

Section 2. Council further authorizes the City Manager to execute any other documentation, and take any other action, necessary to carry out the intent of this Resolution.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: November 20, 2023

ATTEST: Khristi Dunn  
Khristi Dunn, Clerk of Council

APPROVED: Brent Centers  
Brent Centers, Mayor

**CERTIFICATE**

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on November 20, 2023.

Khristi Dunn  
Khristi Dunn, Clerk of Council



1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

**PROPOSAL FOR: City of Franklin Police**  
**400 Anderson Street**  
**CITY, STATE, ZIP: Franklin, Ohio 45005**

**SYSTEM #:**  
**SALES TAX:**  
**DATE: 11/9/2023**  
**EXPIRES: 30 Days**  
**REV: 6**

**ATTENTION:**  
**E-MAIL:**  
**TELEPHONE:**

**SALES REP:** Dave Nieman  
**TELEPHONE:** 513-595-5945  
**E-MAIL:** dnieman@mobilcomm.com

**QUOTE #:**  
**PREPARED BY:** Andrew Burns  
**TELEPHONE:** 513-595-5827  
**E-MAIL:** aburns@mobilcomm.com

**DESCRIPTION: AvTec Console system with two fixed positions.**

**Documents Included:**

- Scope of Work
- Terms & Conditions

50 % Payable to Mobilcomm upon receipt of Order	\$67,485.38
50 % Payable to Mobilcomm upon Completion	\$67,485.38
Sales Tax is Not Included:	
<b>Total Payable to Mobilcomm:</b>	<b>\$134,970.76</b>

**ACCEPTED BY:** \_\_\_\_\_

**PO #:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

ITEM	QTY	DESCRIPTION	R-23-78 Exhibit A	SUBTOTAL	MA
<b>A1</b>		<b>AvTec Dispatch Console Fixed Postions - PC</b>		<b>41,268.00</b>	
1	2	AvTec EX Console (Enterprise w/audio software pkg. Includes IRR.			
2	2	AvTec Workstation, Dual NICs, Win10Pro/64 (Console Position)			
3	2	LED Monitor, 22" (NON-Touchscreen)			
4	2	USB PTT Footswitch			
5	2	AvTec USB Desktop Microphone w/PTT			
6	6	AvTec USB Speaker Kit			
7	2	AvTec USB Jack Box, NENA			
8	2	AvTec USB Hub, USB3.0			
9	1	Wiring and Cable Management			
10	2	Workstation Configuration			
11		On-site Installation			
<b>B</b>		<b>AvTec VPGate Server</b>		<b>35,228.00</b>	
1	1	Redundant AvTec VPGate Software License, Max. 24 Endpoints			
2	2	AvTec Rackmount Computer, 1RU, Server 2019 OS			
3	2	Rack Mount Kit			
4	2	Ethernet Switch			
5	1	Mikrotik RB5009 Router			
7		Console Infrastructure Staging, VPGate Configuration			
8		On-site Installation			
<b>C</b>		<b>AvTec Radio Interface - Dispatch Data / Radio Room</b>		<b>20,661.46</b>	
		Replacement of the five existing legacy XTL2500 P25 800MHz. rack mounted			
		control base radios with Motorola APX6500 mobiles configured as control- radios is required but			
		stations is required and quoted separately.			
1	1	Outpost Configuration Tool			
2	4	Outpost Radio Gateway, VoIP, 2 Port			
3	3	3RU Rack Mount Shelf			
4	5	Outpost-Plus APX Interface Kit (for APX6500 control base radios)			
5	4	Power Supply for Outpost-Plus			
6	3	Outpost Radio Port Cabling			
	2	PolyPhaser Twisted Pair Surge Protector			
7	1	Wiring, Cable Management and Miscellaneous Material			
8		On-site Installation			



<b>TERMS / CONDITIONS for:</b>	<b>City of Franklin Police</b>	R-23-78
<b>Description of Work:</b>	<b>AvTec Console system with two fixed positions.</b>	Exhibit A
<b>Proposal By:</b>	<b>Andrew Burns</b>	

<b>Item Description</b>	<b>Details - Please contact Andrew Burns for questions or clarification of this document</b>			
<b>Owner Responsibilities</b>	<p><b>Costs associated with any of the following are excluded unless specifically listed in the proposal</b></p> <p>Cost of any required permits for zoning and/or building will be the owner(s) responsibility</p> <p>Desktop PC with keyboard &amp; mouse, NON-touchscreen monitor, Select audio speaker, Unselect audio speaker, IRR speaker, Desktop gooseneck microphone with PTT switch, Headset jackbox.</p> <p>Leased tower space may require load analysis and additional fees imposed by the tower owner</p> <p>Electric service is available where needed or will be provided by the owner(s)</p> <p>IP network requirements, if needed, are understood and agreed to by the owner's IT personnel</p> <p>HEPA tents, if required, must be supplied by the owner(s)</p> <p>Rental of lift platforms, if required, is not included</p> <p>Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.</p> <p>If asbestos is present, cost for remediation will be the owner(s) responsibility</p> <p>Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project</p> <p>Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete</p>			
<b>Assumptions</b>	<p>Floor space or wall space is available</p> <p>Antenna &amp; cable routing paths are available</p> <p>Building ground system connection is available</p> <p>A backup power plan, if required, is understood and agreed to by the owner(s)</p> <p>The proposed radio coverage area is understood and agreed to by the owner(s)</p> <p>An FCC license can be obtained for the required frequency(s)</p> <p>Subscriber radio programming plan is understood and agreed to by the owner(s)</p> <p>A site inspection and installation plan has been performed and approved by the owner(s)</p> <p>All work will be performed during normal business hours</p>			
<b>Proposal</b>	<p>All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday</p> <p>After hours or weekend work is not included; if required, additional labor will be added to the final invoice</p> <p>Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal</p> <p>Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility</p> <p>Additional charges will apply for any material or labor not included in this document</p> <p>This proposal is valid for 30 days; after that time, a review of the proposal is required</p> <p>Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.</p>			
<b>Purchase Orders</b>	Purchase Orders, if required, must be included with the signed copy of this quotation.			
<b>Confidential</b>	This proposal has been prepared for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.			
<b>Liability &amp; Damages</b>	<p>Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed.</p> <p>In no event will Mobilcomm be liable for incidental or consequential damages</p>			
<b>Maintenance Agreement</b>	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
<b>Manufacturer's Warranty</b>	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
<b>Returns</b>	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in it's original packaging, within fifteen (15) days after shipment.			
<b>Payment Terms &amp; Tax</b>	<p>If sales tax is not included, this is indicated on the proposal</p> <p>Final payment is due within thirty (30) days after completion of the project</p> <p>Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice</p>			
<b>Acceptance</b>	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			