

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PREVENTATIVE MAINTENANCE AGREEMENT WITH CLEVELAND COMMUNICATIONS, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the City desires to enter into a Preventative Maintenance Agreement (PMA) with Cleveland Communications, Inc., of Parma, Ohio, for its portable and mobile Harris radio units; and

WHEREAS, it is in the best interest of the City to authorize the Mayor to enter into an agreement with Cleveland Communications, Inc., to ensure that the Fire Department's communication equipment is operational on behalf of the safety and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO

Section No. 1: That the Mayor is hereby authorized and directed to enter a Preventative Maintenance Agreement (PMA) with Cleveland Communications, Inc., of Parma, Ohio. (Exhibit A)

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: This Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of ensuring the City's public safety/service radio communication equipment is operational, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: 12/18/2023

/s/ Martin E. O'Donnell

President of Council

POSTED: 12/22/2023

APPROVED: 12/19/2023

ATTEST: /s/ Valerie E. Rosmarin

Clerk of Council

/s/ Gregory J. Zilka

Mayor



Avon Lake Fire Department, Ohio October 18, 2023

# Cleveland Communications Inc.

## Preventative Maintenance Advantage (PMA)

### 1. DESCRIPTION

Preventative Maintenance Advantage (PMA) is utilized in conjunction with a standard radio warranty program. Maintenance is performed at Cleveland Communications Inc.'s depot repair facility or at a Customer Provided Facility.

Annual PMA service shall be scheduled per year at a mutually agreed upon time. A minimum of four units per hour must be made available to test while the technician is on site. Trip charges may apply if additional customer site visits are required. Customer shall provide an inventory form detailing all equipment to be checked 30 days prior to scheduling service.

**Preventative Maintenance Advantage** includes:

- a. Physical inspection of equipment
- b. Measure, record, test, tune, align and restore to factory specifications and within FCC regulations
- c. Ensure correct receive and transmit frequencies
- d. Test transmit power
- e. Check reflected power in antenna lines of mobile radios and base stations
- f. Upgrade to current firmware (if required)
- g. Capacity check on portable batteries

Service does not include the repair or replacement of equipment which has otherwise become defective due to damage caused by accidents, physical or electronic abuse or misuse, moisture damage, acts of God, fires or other similar casualties. Service performed for non-covered repairs shall be billed at Cleveland Communications Inc.'s standard rates applicable for such service.

Equipment under contract must be maintained in environmental conditions set forth in the manufacturer's specifications requirement. Any damage resulting from environmental conditions not conforming to the manufacturer's specifications shall not be covered by this Agreement. Damage exceeding 50% of the radio's replacement value will be considered unrepairable.

### 2. PRICING

Radios covered under this PMA service agreement will be priced at the following rates:  
Please see additional pages (End of Contract).



This agreement shall automatically be renewed annually from the original start date unless advised in writing by the Customer of the intent to cancel this agreement. Customer can cancel the maintenance agreement any time after the initial maintenance service. Cancellation must be in writing with a minimum of 30 calendar days prior to automatic renewal date.

The terms and conditions of this Statement of Work are an integral part of the Maintenance Agreement or other applicable agreements to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Cleveland Communications Inc. service agreement or other applicable agreements and this Statement of Work, the provisions of this Statement of Work shall prevail.

### **3. CLEVELAND COMMUNICATIONS INC. RESPONSIBILITIES**

- a. Provide customer with report detailing all findings during the PMA process. Any defects found during the inspection will be noted and Cleveland Communications Inc. will provide a quote to repair equipment.
- b. Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a customer supplied backup diskette. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Programming Software version for that Equipment will be used. The Equipment will require additional programming by the Customer to restore the original template if not provided. All Firmware can be upgraded to the latest release for each individual product line with Customer approval.
- c. Clean external housing of the Equipment.
- d. Process inventory forms received by email or fax from Customer. Cleveland Communications Inc. will email an acknowledgement to the sender.
- e. Replace any defective battery (less than 80% rated capacity) with Customer provided spare. In the event that Customer does not have spare inventory, CCI can also provide OEM grade replacements at Customer cost.
- f. Use OEM parts or parts of equal quality to repair equipment at Customers cost.
- g. Hours of Service shall be the normal working hours, (Monday – Friday, 8:00a – 4:30p) excluding holidays

### **4. CUSTOMER RESPONSIBILITIES**

- a. Supply Cleveland Communications Inc. with complete and accurate serial numbers and model description.
- b. Pay applicable inbound freight charges to Cleveland Communications Inc.
- c. Initiate service request provided via (216-398-6500) toll free phone number, email. Provide Cleveland Communications with the following information:
  - ☐ Complete make, model, serial number



- ☐ Description of problem
- ☐ Contact information and contract number
- ☐ Mobile control heads or accessory items sent in must reference the serial number of the main unit.

d. If desired, supply Cleveland Communications Inc. with a backup programming template in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flash-code for each radio.

e. If Cleveland Communications Inc. must utilize a generic template or code plug to Restore Equipment to operating condition, the Customer is responsible for any programming required to restore equipment to desired parameters. Standard Cleveland Communications Inc. programming charges will apply.

f. Customer will provide list of available spare batteries to be used for replacing defective units.

g. Provide a signed or emailed Cleveland Communications Inc. Inventory Form prior to service.

h. Work performed at Customer facilities shall be in a customer provided work space with heat, light and power at these locations.

I have read and agree to the conditions in this PMA Statement of Work,

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Customer Signature Date



**Contract will cover:**

- 61 – Harris Portable Units (Multi-Band units)
- 18 – Harris Mobile Units (Multi-Band units)

**Year One:**

Portable(s) and Mobile(s) from attached contract.....\$8,705.00

**Year Two:**

Portable(s) and Mobile(s) from attached contract.....\$8,705,.00

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**Total cost ..... \$17,410.00**