

**TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO**

RESOLUTION NO. 23 - 2023

**A RESOLUTION TO AUTHORIZE AGREEMENT FOR RADIO COMMUNICATIONS SUPPORT
WITH THE CITY OF COLORADO SPRINGS FOR PALMER LAKE, COLORADO**

WHEREAS, Palmer Lake is a statutory Town organized under Part 3 of Article 4 of Title 31 of the Colorado Revised Statutes; and

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado;

WHEREAS, the Fire Department requires support for the radio communications; and

WHEREAS, the City of Colorado Springs, Radio Communications Division offers such support.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE OF EL PASO COUNTY, COLORADO, AS FOLLOWS:

Section 1. The Board authorizes Administration to sign the service level agreement for support of the Fire Department radio communication for the fees provided in the attached Exhibit.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

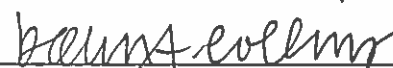
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 23RD DAY OF FEBRUARY 2023.

TOWN OF PALMER LAKE, COLORADO



Grant Havenar, Mayor

ATTEST:

By: 

Dawn A. Collins, Town Administrator/Clerk

SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (SLA) is entered into on the day of February, 2023, between the City of Colorado Springs, Radio Communications Division, a Colorado home rule municipality and the Town of Palmer Lake, Colorado (referred to herein as TOWN).

1. Duration of Agreement

From: January 1, 2023
To: December 31, 2023

2. Services Provided

The Radio Communications Division will provide the following services on all itemized radio equipment covered by this SLA:

- a. Repair, maintenance, and programming of trunked user equipment on 8x5 coverage schedule.
- b. In-shop repair of portable user equipment.
- c. In-shop repair of mobile (vehicle mounted) and on-site repair of fixed user equipment (consolettes).
- d. All parts and labor necessary to repair fair wear/tear equipment damage.
- e. Battery chargers included as replacement items.
- f. A loaner radio will be supplied if damaged equipment is down for more than 72 hours. The loaner radio will be available to TOWN until the damaged equipment is repaired or replaced.
- g. Repaired and loaner equipment will be programmed with correct templates and radio ID.
- h. Purchasing and inventory services.

3. Itemized Equipment Covered

Radio equipment as itemized in Appendix A.

4. Contact Procedures and Requirements

- a. In-shop service calls will be accepted at the Radio Shop during normal business hours (M-F, 7:00 – 3:30);
- b. On-site services can be scheduled by contacting the Radio Communications Division Manager during weekday business hours of 7:00 AM to 3:30 PM at (719) 385-6700;
- c. Emergency service during all other hours can be arranged by contacting one of the following (only for customers with Dispatch Consoles on their contract):
 - i. Page the On-Call Specialist at 719-442-3135.
 - ii. Colorado Springs Police Department at 719-444-7000 and asking them to have the On-Call Radio Communications Technician contact you.
- d. Radio Communications Division personnel will respond by telephone within 1/2 hour of notification of a request for service.

5a. Allocated Charges

- a. The allocated charges for services offered in Section 2 apply to equipment itemized in Appendix A and will be charged according to a per-unit per-year fee schedule as outlined in appendix B.
- b. Services to non-itemized equipment may be provided at a non-allocated, fee for service basis as listed in 5b.
- c. Allocated charges will be invoiced directly to TOWN for payment into account 42886-506-8145.

5b. Non-Allocated Charges

- a. Non-allocated fee-for-service charges applies to services provided for non-itemized equipment and time will be charged depending on the service specialist providing the repair services as outlined in appendix B.
- b. Labor charges will include the following: labor, travel time, engineering, and planning.
- c. Vehicle and unit overhead costs are already included in the time rates.
- d. Overtime charges will apply to any services provided outside of Radio Communications normal business hours (M-F, 7 – 3:30). Overtime will be assessed to the base fee-for-service charge at time and a half.
- e. Materials will be supplied at purchase or exchange cost to the TOWN plus shipping. (Motorola parts are generally supplied at WSCA discount price.) Radio Communications will not apply a charge to recover ordering and handling costs.
- f. All non-allocated charges will be invoiced directly to TOWN for reimbursement into the account 42886-506-8145 or for direct payment to vendor.
- g. Radio Communications service technicians may repair radios rejected from Motorola flat rate repair with the approval of TOWN representative for the cost of time and materials involved.
- h. Installation of additional or replacement equipment and relocation of existing equipment is not included but can be provided on a fee-for-service basis for time and materials.

6. Removal and Addition of Equipment under this Contract

- a. TOWN may withdraw any item of equipment removed from service from this SLA upon giving thirty (30) days prior written notice.
- b. Additional equipment can be added to the Contract by mutual written agreement between the parties to the contract, provided that costs for such service will be subject to the rates set forth in this SLA.
- c. Annual allocated rate can be pro-rated monthly for pieces of equipment added or removed from service.
- d. Any piece of equipment in service for part of a month shall be considered in service for the whole month, unless it is a replacement item for a piece of equipment being removed from service.
- e. Adjustments for equipment added or removed after the annual billing is paid will be made in the following year's billing.

7. Warranty

Radio Communications Division expressly warrants that all goods and services furnished under this Contract shall conform to all specifications and appropriate industry standards, will be new or refurbished to perform like new if authorized in advance by TOWN and will be free from defects in material or workmanship.

8. Exceptions

- a. Support for equipment not identified in this memo shall be arranged in advance on a piece-by-piece basis with the Communications Division Manager.
- b. Emergency 24-hour support for TOWN equipment is not included in this SLA.

- c. Batteries are excluded as a replacement item. (Replacement batteries are available at City cost.)
- d. Damage considered excessive damage, water damage, or damage caused by Acts of God is not included under this SLA.
- e. Motorola Radio Support Center's (MRSC) flat-rate-repair rejection policy will determine if excessive damage, water damage, or Acts of God criteria apply to radio repair.
- f. MRSC will generally provide a quote for depot level repair/replacement of excessively damaged equipment.
- g. If equipment owner elects to repair excessively damaged equipment at quoted price, owner is responsible for cost of repair, less shipping and handling costs.
- h. If equipment owner elects not to repair excessively damaged equipment, owner is responsible for the MRSC cost to provide quote, plus return shipping and handling costs. Unrepaired equipment will be returned to the equipment owner.
- i. Radio Communications service specialists may repair radios rejected from Motorola flat rate repair with the approval of TOWN's representative for the cost of time and materials involved.
- j. Installation or relocation of additional, replacement or existing vehicle or fixed equipment is not included, but may be provided on a fee-for-service basis as outlined in Appendix B.
- k. This SLA does not include the services of any third-party subcontractors unless directly subcontracted by the Radio Communications Division with the consent of TOWN.
- l. Either party may rescind this SLA with ninety (90) days prior notice.
- m. This SLA may be renewed on a yearly basis with the consent of both parties.
- n. The City of Colorado Springs and the Radio Communications Division shall not be liable for damages caused by communications failures.

9. LAW

This agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado

10. APPROPRIATION OF FUNDS

In accordance with the City Charter, performances of the City's obligations under this agreement are expressly subject to the appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this understanding, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this understanding without compensation to TOWN.

11. LOCAL CONCERN

The parties agree and acknowledge that the activities contained in this agreement are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this understanding shall or be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.

12. EXPENDITURES AND FEES OF EACH PARTY DEEMED EXPENDITURES OF THAT PARTY

The parties to this agreement agree that the purpose of this understanding is to jointly accomplish pursuant to C.R.S. Section 29-1-203 activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, and the Colorado Springs City Charter, that any

fees contributed or paid, or otherwise provided by any Party to this Understanding are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving party.

AUTHORIZATION SIGNATURES

IN WITNESS WHEREOF, the City of Colorado Springs and TOWN have executed this service level agreement, as above written.

TOWN OF PALMER LAKE, COLORADO

By: _____

Date: _____

City of Colorado Springs,
Radio Communications Division

By: _____
Radio Division Manager

Date: _____

APPENDIX A

Itemized list of included Trunked User Equipment:

	Serial Number	Description	ID	Model Number
1	755CNV0045	APX6000	2011-4	APX 6000
2	755CNV0043	APX6000	2011-1	APX 6000
3	755CNV0041	APX6000	2045-4	APX 6000
4	755CNV0039	APX6000	2011-3	APX 6000
5	755CNV0038	APX6000	2011-2	APX 6000
6	481CSB4502	APX6000	SPARE	APX 6000
7	481CQV3908	APX6000	2015-2	APX 6000
8	481CMF0013	APX6000	2015-4	APX 6000
9	481CSB4262	APX6000	2045-2	APX 6000
10	481CQV4038	APX6000	2002	APX 6000
11	481CSB4507	APX6000	2045-3	APX 6000
12	481CQV4282	APX6000	2015-3	APX 6000
13	482CSB3605	APX6000	2000A	APX 6000
14	481CQV4041	APX6000	2015-1	APX 6000
15	514CKF2786	XTL2500	SPARE	XTL 2500
16	514CJD0819	XTL2500	2015	XTL 2500
17	514CMH2877	XTL2500	2011	XTL 2500
18	624CJD0819	XTL2500	2045	XTL 2500
19	514CHV0896	XTL2500	2000	XTL 2500
20	514CKF2786	XTL2500	SPARE	XTL 2500
21	514CGT2662	XTL2500	SPARE	XTL 2500
22	761AAY0085	SPECTRA A7	BASE	SPECTRA A7
23				
24				
25				
26				

Appendix B

Radio Communications Non-City Service Pricing

2023

Non-City Trunked User Service Level Agreement (SLA)

User radio maintenance and repair (per radio per year)	\$ 90.00
Console radio maintenance (per radio per year)	\$180.00
Repeater maintenance and repair (per item per year)	\$270.00

Includes repairs, programming and annual radio tune-up. Does not include installation, batteries, antenna, or excessive damage that would be rejected for flat rate repair.

MCC7500 / MCC7500E Console	\$3044.16
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Includes repairs, programming, PC and monitor maintenance (if included). Does not include installation.

Fee-For-Service - Maintenance may be provided without a Service Level Agreement

Radio Installations	T&M (4-Hour minimum)
Radio Programming	T&M or \$ 25.00 per radio
Radio Programming template revision or creation	\$100 per template
Radio Repairs	T&M or depot flat rate**
Materials at City cost (no mark-up)	
Portable Radio Tune-up Special (may include programming)	\$ 49.95

Radio Communications Hourly Rates

Communications Engineer (On-Site or In-Shop)	\$ 86.90 per hour
Communications Technician (In-Shop only)	\$ 71.52 per hour
Communications Installer (In-Shop or On-site)	\$ 49.36 per hour

Depot Flat Rate Repairs – (effective 12/31/2011) **

Console: XTL5000	\$465.00
Mobile Radios: XTL5000	\$465.00
Portable Radios: XTS2500, XTS5000	\$393.00
APX6000	\$600.00
Portable/Mobile Radios: Johnson	\$475.00

* Depot repair charge shall also include shipping, plus ½ hr labor for repair validation.

** The Depot Flat Rate Repair charge is subject to change without notice. Flat Rate charges will be actual invoiced cost. * A copy of invoice will be available.

Note: Astro/XTS3000 & Astro 25 (XTS & XTL) series radios are no longer eligible for Depot Flat Rate Repair.

Maintenance Service Conditions

- a) Radio equipment requiring depot repair are submitted to the Motorola Radio Support Center (RSC) for flat rate repair and are subject to Motorola's criteria for rejection.
 - i) These criteria include, but are not limited to, excessive physical damage or abuse, water damage, or Acts of God (lightning, etc).
 - ii) A copy of Motorola's rejection criteria can be supplied upon request.
- b) Radio Communications' Service Specialists may repair radios that have been rejected by Motorola's depot repair for the cost of time and materials involved. CUSTOMER approval is required. An estimate of time and materials may be provided upon request.
- c) If the defective radio is not depot repairable, the CUSTOMER will be charged for the radio's replacement or may elect to pay the depot shipping charges and return the spare radio.
- d) Fee-For-Service charges depend on the service specialist providing the repair services.
- e) On-site service calls will include travel time to and from the on-site location. On-site service calls by installers can be arranged in advance and will also include ½ hr labor for in-shop-staging time.

Appendix C

MCC7500 / MCC7500E Console Services

1. Additional Services Provided

The Radio Communications Division will provide the following services on all itemized MCC7500 / MCC7500E Console radio equipment covered by this SLA:

- i. Repair, maintenance, and programming of MCC7500 / MCC7500E Console radio equipment on 24x7 coverage schedule.
- j. Items included are: Operator Equipment (VPM / AIM, Computer, LCD display, Headset jack, and foot pedal), MCC network equipment (Router, switch and wiring), as applicable.
- k. Items excluded are: Headset, Wireless headset system, and commercial leased T1/Ethernet service and equipment. PPRCN Provided network link equipment.
- l. Installation or relocation of additional, replacement of existing CentraCom equipment is not included, but may be provided on a fee-for-service basis.

2. Contact Procedures and Requirements

- a. In-shop service calls will be accepted at the Radio Shop during normal business hours (M-F, 7:00 – 3:30),
- b. On-site services can be scheduled by contacting the Radio Division Manager during weekday business hours of 7:00 AM to 3:30 PM at (719) 385-6700.
- c. Emergency service during all other hours can be arranged by contacting one of the following:
 - i. Page the On-Call Radio Communications Specialist at 442-3135.
 - ii. Colorado Springs Police Department at 444-7000 and asking them to have the On-Call Radio Communications Specialist to contact you.
 - iii. Motorola System Support Center at 800-221-7144 and open a service-call for system SZ01E3 Z4.
- d. Radio Communications Division personnel will respond by telephone within 1/2 hour of notification of a request for service.

3. All other terms and conditions of the SLA continue to apply.

Appendix D

XTS3000/Astro Radio End of Life

As of December 31, 2011, Motorola has declared End-of-Service on the Astro mobile and XTS-3000 portable radios. These radios will continue to work and parts may continue to be available, but after that date they will no longer provide repair services on these radios.

As of April 1, 2021 the Advance System Key does not function for allowing reprogramming of Astro mobile and XTS-3000 portable radios. As a result, the radios will function as currently programmed but cannot be reprogrammed.

Astro25 series radios XTS & XTL 1500, 2500, 5000 etc. End of Life

As of October 31, 2013, Motorola has declared End-of-Service on the Astro25 series mobile and portable radios. These radios will continue to work and parts may continue to be available, but after that date they will no longer provide repair services on these radios.

As your service provider, we will continue to repair and maintain these radios as long as parts are available. However, the ability to repair certain failures that would normally have been shipped back to the vendor for depot repair will no longer be available. This may make the radio unrepairable and in need of replacement. As radio replacement is not included in your Service Level Agreements, replacement would be at your expense and discretion.

Under provision 2f of the SLA, a loaner radio will be supplied if damaged equipment will be down for more than 72 hours. The loaner radio will be available to the CUSTOMER until the damaged equipment is repaired or replaced.