

**FLOYD COUNTY RESOLUTION 1999- XIV  
A RESOLUTION DETERMINING THE APPLICATION OF SPECIAL  
PURCHASING METHODS PURSUANT TO IC 5-22-10, ET SEQ.**

**WHEREAS**, the Board of Commissioners of the County of Floyd, Indiana, is desirous of enhancing and up-grading the 9-1-1 emergency telephone system hardware and software presently in service and has determined that the compatibility of the equipment, software, accessories, and replacement parts with existing systems, data base, and telephone network is a substantial consideration in this purchase; and

**WHEREAS**, the Board of Commissioners of the County of Floyd, Indiana, has further determined that, by virtue of the fact that an extensive data base is necessary to provide enhanced 9-1-1 service, and that the provision thereof necessitates the use of the existing community telephone network, for all intents and purposes a "single source of supply" exists for 9-1-1 service in Floyd County, Indiana; and

**WHEREAS**, informal proposals were solicited from a number of 9-1-1 providers, and all either failed to respond or were unable to competitively propose an alternative system to that proposed by Ameritech General Business Services (Ameritech), as the data base and telephone network owned by Ameritech would have to be utilized in Floyd County, Indiana; and

**WHEREAS**, the Board of Commissioners has received a proposal from Ameritech General Business Services, the present provider of enhanced 9-1-1 services, which proposal includes the leasing of equipment and software, together with maintenance, repair, and support agreements, which proposal has been endorsed by the Floyd County Sheriff and current dispatch personnel as being suitable for the needs of the respective offices which shall utilize same, and is deemed to be beneficial to the citizens of Floyd County, Indiana; and

**WHEREAS**, a review of the proposal of Ameritech, discloses that same is primarily a service agreement as opposed to one pertaining to the purchase or lease of equipment; that special purchasing methods may be used in connection with the conclusion of a contract for 9-1-1 services; and, that the use of competitive bidding methods as set forth in IC 5-22-7-1, et seq., is neither suggested or required in this matter.

**WHEREAS**, the Board of Commissioners of the County of Floyd is desirous of causing to be recorded in its minutes the matters heretofore set forth herein.

NOW THEREFORE:

BE IT RESOLVED, that the recitals heretofore set forth herein are expressly incorporated herein and made a part hereof, and that the contemplated contract for 9-1-1 services, to include the lease of hardware and software from Ameritech, is expressly determined to be a permissible Special Purchase pursuant to IC 5-22-10, et seq. and/or is exempt from formal bidding requirements by virtue of the provisions of IC 5-22-8-2.

BE IT FURTHER RESOLVED, that this resolution shall be deemed that written determination required by the provisions of IC 5-22-10-3 (b), and that the Floyd County Auditor is hereby directed to maintain a listing of the contract concluded with Ameritech as required by IC 5-22-10-3 (c).

SO RESOLVED, this 19<sup>th</sup> day of October, 1999.

BOARD OF COMMISSIONERS  
OF THE COUNTY OF FLOYD

Michael T. Schindler  
MEMBER

John C. Reese  
MEMBER

Paul Miller  
MEMBER

ATTEST:

Barbara Dillings  
FLOYD COUNTY AUDITOR

#### Service Modificanons

During the term of this Agreement, Ameritech shall; (i) keep Floyd County reasonably apprised of new developments in software and hardware systems that may enhance and improve the 911 service to be provided pursuant to the terms and conditions of this Agreement; (ii) shall provide assistance in the assessment and selection of hardware and/or software enhancements to the 911 service system; (iii) shall furnish and install, from time to time, at no cost and expense to Floyd County, hardware and/or software upgrades which may be provided, at no cost, to Ameritech by the vendors of the PSAP equipment described herein (to include additions and modifications thereto) and intended for distribution and use by end-users without additional cost; and (iv) shall at all times during the term hereof, be willing and able to provide to Floyd County, at Floyd County's request and expense, such equipment, software, maintenance, and repair services as shall assure the 911 service system meets the grade of service specified in Section 5 of this Agreement.