



CITY of NOVI CITY COUNCIL

**Agenda Item 6
August 29, 2016**

SUBJECT: (1) Approval of the proposed Public Safety Answering Point Agreement between the City and Oakland County, which delineates the duties and responsibilities of the parties with respect to the new County-wide Emergency Services IP Network ("ESInet"), and (2) Approval of the proposed contract between the City and Emergency CallWorks, Inc. ("ECW") for the purchase and maintenance of remote call processing equipment for the ESInet.

SUBMITTING DEPARTMENT: Public Safety – Police *Dem*

CITY MANAGER APPROVAL: *PK*

EXPENDITURE REQUIRED	\$103,638.69 (not to exceed)
AMOUNT BUDGETED	\$103,650
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	101-301.00-980.000

BACKGROUND INFORMATION:

For many years, the City's 911 system has served the needs of the public well during emergencies. However, despite several system upgrades, the system is unable to keep up with rapid changes in communication technology. Next Generation 911 (NG911), an Internet Protocol (IP)-based emergency call and control system commonly referred to as an Emergency Services IP Network ("ESInet"), has been developed to allow digital information (including voice, photos, videos and text) to flow seamlessly from the public to emergency responders.

Oakland County currently owns and maintains OakNET, a fiber optic network that connects all of the County's Public Safety Answering Points ("PSAPs"). The County has determined that the existing network is not a suitable framework for an ESInet. In order to maximize security, functionality and operation of the ESInet, the County is requiring every PSAP participating in the County's 9-1-1 Service Plan to use a common call processing system, consisting of host call processing equipment and remote call processing equipment.

Because it would be impractical and cost-prohibitive for every PSAP to construct and maintain separate ESInets, County contractors will construct, implement, operate and maintain the ESInet, and will host and interconnect common, remote call processing equipment. The County will be responsible for the costs of constructing, implementing, operating and maintaining the ESInet, and for the costs of hosting and interconnecting common, remote call processing equipment (including the software for the remote equipment). In turn, each PSAP will be required to purchase, pay for, and maintain its own common, remote call processing equipment.

NG911 equipment and services were competitively bid through Oakland County's Purchasing Department. Emergency CallWorks, Inc. of Birmingham, Alabama ("ECW") was the successful bidder. Representatives from Oakland County and ECW conducted a site visit at the Police Department and have determined that the cost of the City's remote call processing equipment (including 5 years' maintenance) and phone system integration will be \$103,638.69. A total of \$103,650.00 has been budgeted in 2016-17 for the system, including certain upgrades requested by Public Safety Administration and estimated training costs.

Both the proposed Public Safety Answering Point Agreement with Oakland County and the proposed Contract for the Purchase of NG9-1-1 Equipment and Services have been reviewed and approved as to form by David Gillam of Johnson, Rosati, Schultz & Joppich.

RECOMMENDED ACTION:

Two Part Action is recommended, as follows:

Part 1:

Approval of the proposed Public Safety Answering Point Agreement between Oakland County and the City of Novi, with authorization for the Mayor and City Clerk to execute the same on behalf of the City, subject to any final minor alterations required in the determination of the City Manager and City Attorney.

Part 2:

Approval of the proposed Contract for the Purchase of NG9-1-1 Equipment and Services between Emergency CallWorks, Inc. and the City of Novi, with authorization for the Mayor and City Clerk to execute the same on behalf of the City, subject to any final minor alterations required in the determination of the City Manager and City Attorney.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331

Phone: 248.489.4100 | Fax: 248.489.1726

David W. Gillam
dgillam@jrsjlaw.com

www.jrsjlaw.com

August 18, 2016

Jerrod Hart
Assistant Chief of Police
Novi Police Department
City of Novi
45125 Ten Mile Road
Novi, MI 48375

Re: Next Generation 9-1-1 Agreements

Dear Assistant Chief Hart:

At your request, we have reviewed the proposed Public Safety Answering Point (PSAP) Agreement with Oakland County and the proposed Contract for the Purchase of NG9-1-1 Equipment and Services with Emergency CallWorks of Birmingham, Alabama (ECW). Both documents are related to significant upgrades to the County's 9-1-1 service plan.

The proposed PSAP agreement sets forth the respective rights and responsibilities of the parties in regards to the upgrades to the 9-1-1 system. More specifically, the agreement provides for the County to construct, implement, operate and maintain the upgraded system, other than the remote call processing equipment to be located within the Police Department, which the City will be required to purchase and maintain.

The proposed contract with ECW provides for the purchase of the City's remote call processing equipment, along with five (5) years maintenance, at a cost of \$103,638.69. The selection of ECW, as well as the amount of the contract, are based upon competitive bidding by Oakland County's Purchasing Division on behalf of all Public Safety Answering Points within the County.

Both agreements are acceptable as to form. If you have any questions about either one, please contact our office.

Sincerely,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.


David W. Gillam

cc: Thomas R. Schultz, Esq.

MEMORANDUM



TO: DAVID E. MOLLOY
DIRECTOR OF PUBLIC SAFETY / CHIEF OF POLICE

FROM: JERROD S. HART 
ASSISTANT CHIEF OF POLICE

SUBJECT: NEXT GENERATION 911 EQUIPMENT

DATE: AUGUST 17, 2016

The introduction of new technologies and standards for Next Generation 9-1-1 creates new challenges for Public Safety Answering Points (PSAP) and the Public Safety community. The current 911 system in Oakland County is using 1962 technology originally developed for long distance calling without the assistance of an operator. In 1967, the 911 system was developed as the 3-digit emergency number by the Federal government. In the late 1970's and early 1980's "enhanced 911" provided a platform to add the callers address in addition to the telephone number and was designed for land line telephones. This is our current system for routing 911 calls for land line telephones, and cellular telephones, as well as newer technologies such as voice over internet protocol (VOIP) which most carriers are now providing.

Since more than 85% of all 911 calls into emergency dispatch centers are made from a cellular device, depending on the network carrier and device, the 911 call may not provide a caller's phone number or an identifiable location. Currently, we cannot accept full location data, texts, photos, video, and information from in vehicle systems such as OnStar or U-Connect. Despite several system upgrades, including the most recent upgrade in 2009, the current technology is rapidly expanding the need for an integrated, geospatial, multimedia communications solution focused on leading edge advancements in public safety communications.

Additionally, our current equipment vendor, Vesta Pallas, has been rendered obsolete. Microsoft, which provides the computer platform, discontinued support for the Windows XP operating system in 2014. Avaya, which provides the back room switching devices, has also announced that it discontinued support of the BCM 400 since November 2014 and Cassidian Communications proprietary application software and firmware for the 911 system will no longer be supported.

With the development of a Next Generation 911 Emergency Services IP Network (ESInet) and the "end of life" of current 911 technologies, County and local 911 centers will need to replace their call-taking equipment. Consequently, Oakland County has recommended the replacement of the current system to a Next Generation capable IP Based 911 System.

Oakland County successfully released a bid proposal with specifications for a new network based "Next Generation IP Based 911 system." As a result of that bid process, Oakland County awarded the project to Emergency Call Works, Inc. (ECW).

The ECW system will operate on the ESI net which is expected to more accurately locate 911 callers where the location data is based upon true latitude and longitude coordinates rather than a static database of known physical addresses. In multiple story buildings operators will also be provided the elevation coordinate, which is received directly from the device, so they will be able to identify the floor of a caller. As technology continues to evolve, dispatch centers will also be able to accept full Text to 911, photo, video, and other digital information from those who need emergency services.

Oakland County developed a cost projection for the "non-recurring" PSAP hardware and training costs to the City of Novi at \$103,650 which has been budgeted for in the 2016-2017 Budget.

David Gillam from Johnson, Rosati, Schultz and Joppich, P.C., represented the City of Novi on the development of the attached Oakland County PSAP agreement which delineates the duties of each PSAP and the County in constructing and maintaining the ESInet. Additionally, Mr. Gillam reviewed the attached ECW contract. In the attached correspondence, Mr. Gillam did not note any reason(s) why the City of Novi should not sign either document.

I recommend the attached PSAP Agreement and ECW contract be placed on the August 29th City Council Agenda for approval.

Exhibit VI: Non-Oakland County Site Pricing

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site

i3 Connectivity to PFN/Indigital provided ESInet, SIP Trunk to Avaya PBX

Turnkey Services from ECW, Local Support

(5) year Software, remote support, monitoring and help desk

Dedicated Local Project Technician, First Year of Warranty

Pos. Count

4

Yrs. Spt.

5

Site Name:

Four Pos.

Solution being Delivered:

CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
4	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$6,048.00	\$4,281.98
	ECX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00	\$0.00
	ECX100101-P	Portable ANS. Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00	\$0.00
8	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$3,616.00	\$2,560.13
	ECX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00	\$0.00
	ECX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00	\$0.00
4	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$5,400.00	\$3,823.20
4	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$1,872.00	\$1,325.38
	ECX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00	\$0.00
2	ECX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$2,170.00	\$1,536.36
4	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$4,340.00	\$3,072.72
2	ECX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$1,220.00	\$863.76
	ECX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00	\$0.00
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$32.00	\$22.66
Hardware Sub-Total					\$24,698.00	\$17,486.18

Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
4	ECX200001	CALLSTATION License	\$13,000.00	EA	\$52,000.00	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00	\$0.00
1	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$3,595.00	\$2,545.26
Software Sub-Total					\$55,595.00	\$2,545.26

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,995.00	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
Custom Services Sub-Total					\$10,985.00	\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$1,500.00	\$1,062.00
1	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$350.00	\$247.80
2	ECX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$2,052.00	\$1,452.82
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$2,278.00	\$1,612.82
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$2,278.00	\$1,612.82
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$600.00	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$486.00	\$344.09
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$2,289.60	\$1,621.04
	ECX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00	\$0.00
1	ECX500101	UPS, APC 800VA, IWS pos.	\$295.00	EA	\$295.00	\$208.86
Peripherals / Network Sub-Total					\$12,128.60	\$8,587.05

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX600001	CS USER/ADMIN OPPS TRN (up to 8 students)	\$5,000.00	EA	\$5,000.00	\$4,750.00
8	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$7,200.00	\$6,840.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$13,959.89	UN	\$13,959.89	\$13,261.90
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$3,102.20	UN	\$3,102.20	\$2,947.09
20	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$1,200.00	\$0.00
Professional Services Sub-Total					\$30,462.09	\$27,798.98

***** **TOTAL NR Charges:** **\$133,868.69** **\$66,853.23**

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$36,136.75	EA	\$36,136.75	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$7,238.46	EA	\$28,953.85	\$28,953.85
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$3,412.42	EA	\$3,412.42	\$3,412.42
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$1,104.80	EA	\$4,419.19	\$4,419.19
Sub-Total Recurring Charges:					\$72,922.21	\$36,785.46

***** **TOTAL COST OF OWNERSHIP:** **5 YEAR(s)** **\$206,790.90** **\$103,638.69**

Public Safety Answering Point Agreement with Oakland County

**PUBLIC SAFETY ANSWERING POINT AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF NOVI**

This Agreement (the "Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the **City of Novi, 45175 Ten Mile Road, Novi, MI 48375**, ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

INTRODUCTION/PURPOSE OF AGREEMENT. The Public Body and the County enter into this Agreement, pursuant to Michigan law for the purpose of delineating the duties and responsibilities between the Parties related to the following. Since 1988, the County has been using the legacy copper network provided by the Incumbent Local Exchange Carrier (ILEC) for transport and to support the County 9-1-1 System. In order to prepare for the migration to Next Generation 9-1-1, the County will replace the legacy copper network with an Emergency Services IP Network ("ESInet"), which is defined in Section 1 of this Agreement. The ESInet will offer many advances in processing voice, text and related data elements associated with 9-1-1 calls, i.e., emergency requests, and will improve 9-1-1 Services for the residents of Oakland County. For optimum security, functionality, and operation of the ESInet, all Public Safety Answering Points ("PSAPs") participating in the County 9-1-1 Service Plan should use a common call processing equipment system, comprised of host call processing equipment and remote call processing equipment.

Because it is impractical and cost prohibitive for all PSAPs to construct and maintain separate ESInets, pursuant to the County 9-1-1 Plan, the County, through third parties, will construct, implement, operate, and maintain the ESInet and will host and interconnect common, remote call processing equipment. The County will be responsible for the costs to construct, implement, operate and maintain the ESInet and for the costs to host and interconnect common, remote call processing equipment, including software for the remote call processing equipment, to be paid through operating and/or technical surcharges. The Public Body will be responsible to purchase, pay for, and maintain the common remote call processing equipment.

The Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **9-1-1 Service** means a public communication service that provides service users with the ability to reach a public safety answering point by dialing, initializing, or otherwise activating the 9-1-1 System through the numerals "9-1-1" by the means of a telephone device, cellular telephone device, wireless communication device, interconnected voice over the internet device, or other means.
 - 1.2. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.3. **Call Processing Equipment System ("CPE System")** means the Host Call Processing Equipment and the Remote Call Processing Equipment and any combination thereof.

- 1.4. **Claims** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.5. **County 9-1-1 Service Plan/9-1-1 Plan** means the plan authorized and adopted by the Oakland County Board of Commissioners pursuant to the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended, addressing the technical, operational, financial, managerial, and call handling aspects of the County's 9-1-1 System.
- 1.6. **County 9-1-1 System/9-1-1 System** means the ESInet and the Call Processing Equipment System and as further defined and described in the 9-1-1 Plan and the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended.
- 1.7. **County** means Oakland County, a municipal and constitutional corporation, including, but not limited to, its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.8. **County Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the County, and also includes any County licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees (whether such persons act or acted in their personal, representative or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.9. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.10. **Emergency Services IP Network ("ESInet")** means a managed, standards-based IP network that is used for emergency response service communications and 9-1-1 Services, which can be shared/used by public safety agencies. The ESInet provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not limited to, those necessary for providing NG9-1-1 services.
- 1.11. **Exhibits** means the following document, which is fully incorporated into this Agreement: **Exhibit A: Diagram of ESInet demarcation.** Exhibit A is confidential and not subject to the Michigan Freedom Information Act, because it contains information of measures designed to protect the security or safety of persons or property, MCL 15.243(y)
- 1.12. **Host Call Processing Equipment ("Host CPE")** means (1) the hardware and equipment, including the provision of data centers, that is needed to operate, manage, host, and

interconnect the Remote CPE and the 9-1-1 System, but excluding the Remote CPE and (2) the software used to accept, deliver, operate, and manage 9-1-1 voice information, location information, and related data from the telephone service providers to Remote CPE and to the 9-1-1 System.

- 1.13. **Points of Contact** mean the individuals designated by Public Body and the County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.14. **Public Body** means the «**Public Body**», including, but not limited to, its Council, Board, and all of its departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.15. **Public Body Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the Public Body, and also includes any licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities). "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.16. **Public Safety Answering Point ("PSAP")** means a primary or secondary public safety answering point as defined in the Emergency 9-1-1 Service Enabling Act, MCL 484.1102(z) and (gg).
- 1.17. **Remote Call Processing Equipment ("Remote CPE")** means the hardware and equipment within the Public Body's PSAP, as further defined by the demarcation point in Exhibit A, which accepts, delivers, and manages 9-1-1 voice information, location information, and related data from the telephone service providers to the call taker/dispatcher and the 9-1-1 System.

2. **EFFECTIVE DATE & DURATION OF AGREEMENT & AMENDMENTS.**

- 2.1. **Effective Date of Agreement/Amendments.** This Agreement and any amendments to this Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. All amendments to this Agreement shall be in writing. The approval of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 2.2. **Agreement Duration.** This Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties ("initial term") or until cancelled or terminated pursuant to this Agreement. Upon expiration of the initial term, this Agreement shall automatically renew for one (1) year terms, unless it is terminated or cancelled pursuant to this Agreement.

3. **COUNTY RESPONSIBILITIES.**

- 3.1. **Provision and Maintenance of ESInet.** The County, through a third-party, shall construct, implement, operate, maintain, and repair the ESInet, including the demarcation equipment, to operate the 9-1-1 System, pursuant to the 9-1-1 Plan. All costs to construct,

implement, operate, maintain, and repair the ESInet, including the demarcation equipment, will be paid by the County through technical and/or operational surcharge.

- 3.2. **Delivery of ESInet.** The County, through a third-party, shall deliver and install the ESInet to the physical edge of the building where the Public Body's PSAP is located. The ESInet will terminate at a mutually agreed upon, secure and safe interior location. The physical demarcation point, demarcation equipment, and handoff parameters for the ESInet are depicted and defined in Exhibit A.
- 3.3. **Bandwidth for ESInet.** The County will determine the bandwidth of the ESInet to be delivered to the Public Body's PSAP. This determination will be based on the PSAP's historical call volume and software requirements. The determination shall be reviewed annually by the County to ensure that 9-1-1 Service bandwidth requirements are sufficient.
- 3.4. **Provision and Maintenance of Host CPE.** The County, through a third-party, shall provide, pay for, maintain, and repair the Host CPE. All costs for the provision, maintenance, and repair of the Host CPE shall be paid by the County through technical and/or operational surcharges.
- 3.5. **Critical Spare Parts.** The County shall keep an inventory of critical spare parts for Remote CPE the County, in its discretion, deems appropriate. The County shall be responsible for paying the initial inventory of critical spare parts. The Public Body may have access to this inventory and use parts from the inventory in situations when its Remote CPE become non-operational. If the Public Body takes a spare part from the inventory, then the Public Body shall be responsible for any costs related to restocking the same part, unless these costs are covered by warrant and/or maintenance agreement.
- 3.6. **Back-Up PSAP.** The County will be creating a back-up PSAP. The County will be responsible for all costs associated with the facility and equipment for the back-up PSAP. On a first come, first serve basis, the Public Body may use this back-up PSAP for training or in cases of emergencies. To make arrangements to use the back-up PSAP, the Public Body's Point of Contact shall contact the On Duty Command Sergeant-Sheriff's Operations Center at 248.858.4954.

4. **PUBLIC BODY RESPONSIBILITIES.**

- 4.1. **Provision of Remote CPE.** The Public Body shall be responsible to purchase and pay for the Remote CPE for the operation of its PSAP. The Remote CPE shall be purchased from the provider selected by the County. The County is requiring that all Remote CPE connected and running over the ESInet be from the same provider, in order to provide optimal functionality, security, and operation of the 9-1-1 System.
- 4.2. **Building Access.** The Public Body shall provide building access to the County and/or its contractors to allow for the construction, installation, operation, maintenance, and repair of the ESInet. The physical demarcation point for the ESInet will be in or near the Public Body's building where the PSAP is located. The physical demarcation point, demarcation equipment, and handoff parameters of the ESInet are depicted and defined in Exhibit A.
- 4.3. **Maintenance and Repair of Remote CPE.** The Public Body shall be responsible for the maintenance, repair, and updating of the Remote CPE and the costs associated therein.
- 4.4. **Additional Responsibilities.** The Public Body shall be responsible for back-up power, grounding, data storage, physical security and voice/data recorders for the Remote CPE.

- 4.5. **Administrative Telephone Lines.** Upon prior written approval of the County's 9-1-1 Coordinator, which shall not be unreasonably withheld, the Public Body may integrate its administrative telephone lines used in the delivery of 9-1-1 Service with the CPE System and ESInet. The Public Body shall be responsible for all costs associated with integrating such administrative telephone lines with the CPE System and ESInet, including, but not limited to, costs for additional bandwidth for the ESInet to accommodate the lines.
- 4.6. **Notification of Additional Purchases.** Thirty (30) days prior to the purchase of Remote CPE or components thereof, the Public Body shall give written notice to the County's Points of Contact of such purchases. This notification will enable the County to ensure it has sufficient software licenses and supporting infrastructure to operate the Remote CPE over the ESInet and to provide support for the host/remote configuration.
- 4.7. **Updates to 9-1-1 Related Information.** Pursuant to State law and the County 9-1-1 Plan, the Public Body shall be responsible for timely maintenance and updates to the master street address guide (MSAG), automatic location identifier (ALI), related geofiles, and required GIS datasets.
- 4.8. **Fees for ESInet.** The Public Body shall use its best efforts to waive any local/municipal permit fees or other fees associated with the construction, implementation, operation, and maintenance of the ESInet.
- 4.9. **Owner of Data.** Public Body is the owner of all data provided by Public Body.
- 4.10. **No Interference or Disruption.** Neither the Public Body nor Public Body Employees shall interfere with or disrupt the operation or maintenance of the ESInet, the CPE System, the provision of 9-1-1 Services, and the County 9-1-1 System.
5. **Operational Workflow Management Procedure/Points of Contact.**
 - 5.1. **Operational Workflow Management Procedure.** The Public Body agrees to comply with the Operational Workflow Management Procedure ("Procedure"). This Procedure sets forth the process of how the County, its contractor's, and the Public Body will approach and conduct security management, incident management, problem management, and change management related to the ESInet and Call Processing Equipment System. Upon execution of this Agreement, the County will provide the Public Body's Points of Contact with a copy of this Procedure. The Procedure may be changed from time to time, at the discretion of the County, with or without input from the Public Body. If the Procedure is changed, the County shall provide the Public Body's Points of Contact with the new version of the Procedure.
 - 5.2. **Points of Contact.** The County's Primary Point of Contact shall be the County's 9-1-1 Coordinator and the County's Secondary Point of Contact shall be the Oakland County Information Technology Service Desk. The Public Body's Primary Point of Contact shall be the PSAP Coordinator and the Public Body's Secondary Point of Contact shall be PSAP on duty supervisor.
6. **PAYMENTS.**
 - 6.1. **Additional Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Act request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to the 9-1-1 Services or ESInet provided under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying,

producing, or testifying regarding such data or information. County may waive this requirement at its sole discretion.

- 6.2. **Failure to Pay.** If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 6.3. **Interest Charge.** If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 6.4. **Other Rights.** Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

7. **ASSURANCES.**

- 7.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 7.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 6.4, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.
- 7.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 7.4. **Costs, Fines, and Fees for Misuse.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 7.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege,

power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

- 7.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 7.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement. Both Parties will be responsible for their respective obligations to comply with rules and regulations promulgated by the FCC or other governmental body related to 9-1-1 Services and the operation of the County 9-1-1 System.
- 7.8. **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 7.9. **9-1-1 Services "As Is".** THE 9-1-1 SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 7.10. **No Warranty for 9-1-1 Services.** County makes no warranty that the 9-1-1 Services will be uninterrupted, secure, error-free, or available at all times.
- 7.11. **Downloaded Material or Data.** Any material or data downloaded or otherwise obtained through the use of the ESInet is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.
8. **DISPUTE RESOLUTION.** All disputes concerning the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.
9. **TERMINATION OR CANCELLATION OF AGREEMENT.**
 - 9.1. **Termination of Agreement and Exhibits.** Upon sixty (60) days written notice to the other Party, either Party may terminate or cancel this entire Agreement, in whole or in part, for any reason including convenience. The Chairperson of the Board of Commissioners is authorized to terminate or cancel this Agreement for the County.
 - 9.2. **Effective Date of Termination or Cancellation.** The effective date of termination and/or cancellation shall be clearly stated in the written notice of termination or cancellation.
10. **SUSPENSION OF SERVICES.**
 - 10.1. Upon notice to the Public Body of the County's determination that the Public Body has failed to comply with federal, state, or local law or the requirements contained in this

Agreement, the County may immediately suspend this Agreement, provided the notice contains a detailed description of the basis for the determination.

- 10.2. Upon submission of a written plan or statement by the Public Body to the County addressing each basis listed in the County's notice and the County agrees to such written plan or statement (such agreement shall not be unreasonably withheld), then the Public Body shall be entitled to an immediate reinstatement of the Agreement.
- 10.3. The right to suspend this Agreement is in addition to the right to terminate or cancel this Agreement contained in Section 9.
- 10.4. The County shall not incur penalty, expense, or liability if services are suspended under this Section, unless the Agreement is not immediately reinstated as provided in this Section or the County wrongfully suspended the Agreement under this Section.
11. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
12. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and Public Body.
13. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
14. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
16. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
17. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
18. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably

accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

19. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 19.1. If Notice is sent to County, it shall be addressed and sent to the following: (1) Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341; (2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341; and (3) the County 9-1-1 Coordinator, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 19.2. If Notice is sent to Public Body, it shall be addressed to: **City Clerk, City of Novi, 45175 Ten Mile Road, Novi, MI 48375.**
 - 19.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

20. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

21. **ENTIRE AGREEMENT.**

- 21.1. **Entire Agreement.** Except as provided by law or the County's 9-1-1 Plan, this Agreement represents the entire agreement and understanding between the Parties regarding the ESInet and the Call Processing Equipment System. This Agreement supersedes all other oral or written agreements between the Parties regarding the ESInet and the Call Processing Equipment System.
- 21.2. **Construction of Agreement.** The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, **Robert J. Gatt, Mayor**, hereby acknowledges that he/she has been authorized to execute this Agreement on behalf of Public Body and accepts and binds Public Body to its terms and conditions.

EXECUTED: _____
Robert J. Gatt, Mayor

DATE: _____

WITNESSED: _____
Marilyn Sue Troutman, Executive Secretary

DATE: _____

PUBLIC BODY AGREEMENT ADMINISTRATOR

Cortney Hanson, City Clerk

DATE: _____

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners

DATE: _____

Contract with Emergency CallWorks

CONTRACT FOR THE PURCHASE OF NG9-1-1 EQUIPMENT AND SERVICES

The Parties hereby enter into this Contract, effective on _____, 2016, between Emergency CallWorks, Inc. ("ECW") and The City of Novi, for the purchase of Next Generation 911 Equipment and Services.

Whereas, ECW and the County of Oakland, MI, entered into a Contract (No. 004698) ("Primary Contract") attached hereto as Exhibit A for the purchase of Next Generation 911 Equipment and Services.

For an amount not to exceed \$103,638.69. The City of Novi agrees to abide by the terms and conditions of the Primary Contract, including its Exhibits, and whenever "County" is referred to in the Primary Contract, and only for purposes of this Contract, it will have the same effect as referring to The City of Novi, except as set forth below:

1. **Section 5.1 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Performance of Deliverables.** Contractor shall provide all Deliverables and Equipment identified in and as set forth in Exhibits II and VI or any Amendments to this Contract.
2. **Section 5.2 of the Primary Contract is hereby deleted for purposes of this Contract.**
3. **Section 5.4 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Financial Obligations.** Except as otherwise set forth in this Contract, The City of Novi's sole financial obligation under this Contract shall be set forth in Exhibits II, IV and VI. The amount and manner of payment of the financial obligation shall be a Purchase Order based on its respective amount in Exhibit VI.
4. **Section 5.5 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Payment Obligations.** Except as otherwise set forth in Exhibits II, IV and VI, Contractor shall submit an invoice to The City of Novi's Contract Administrator, or equivalent, itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) itemized list of Deliverables; (c) Contractor Tax ID Number (federal and State); and (d) any other information reasonably requested by The City of Novi. The City of Novi shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in Exhibit II, The City of Novi shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
5. **Section 7.4 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Limitation of Liability.** Except for Claims resulting in personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed Two Hundred Fifty Thousand Dollars

(\$250,000.00). ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT, THE SALE OR USE OF THE DELIVERABLES OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT. This limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision.

6. The City of Novi hereby agrees to abide by the terms, conditions, limitations and restrictions contained in Exhibit III (Software License Agreement) of the Primary Contract and further agrees and acknowledges that:

- a. The County of Oakland is purchasing and is thereby granted all personal, limited, non-transferrable and non-exclusive Software licenses under the Primary Contract as more fully described in Section 3 of Exhibit III.
- b. The City of Novi will not be a Licensee of the Software under the Primary Contract.
- c. The City of Novi is a user of the Software under the Primary Contract.

7. Exhibit IV – Maintenance Agreement of the Primary Contract, is hereby modified as follows:

- a. Section 2.1 is hereby replaced with the following:
 - i. Fees for services under this Agreement are set forth in Exhibits II and VI and incorporated herein by reference.
- b. Section 3.3 is not applicable to this Contract.
- c. Schedule A – “7x24x365 Service – 4-hour On-Site Response Fee Schedule” shall be in accordance with Exhibits II & VI of the Primary Contract.
- d. Schedule A – “Spare Parts Kit – COUNTY Site Location(s)” is not applicable to this Contract.

The Parties hereby enter into this Contract as of the Effective Date.

Emergency CallWorks, Inc.

The City of Novi

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____