

RESOLUTION NO. R16-98

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR
TO SIGN AN AGREEMENT WITH INDUSTRIAL COMMUNICATIONS
AND ELECTRONICS FOR E-911 SERVICES AND SUPPORT.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The agreement between the City of Laurel and Industrial Communications and Electronics Inc. for E-911 services and support is accepted and approved. A copy is attached hereto for convenience.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute said agreement on behalf of the City.

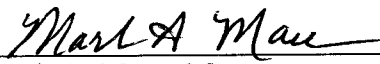
Section 3: Effective date. The effective date for the attached contract is hereby approved upon approval by the City Council.

Introduced at a regular meeting of the City Council on September 6, 2016, by Council Member McGee.

PASSED and APPROVED by the City Council of the City of Laurel this 6th day of September, 2016.

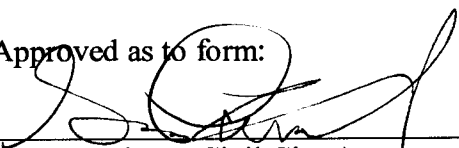
APPROVED by the Mayor this 6th day of September, 2016.

CITY OF LAUREL


Mark A. Mace, Mayor

ATTEST:


Shirley Ewan, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

E-911 SERVICE AND SUPPORT AGREEMENT

THIS AGREEMENT is made by and between **City of Laurel Police Department**, 205 W 1st Street, Laurel, MT, hereinafter referred to as "City", and **Industrial Communications and Electronics Inc.**, 201 Erie Drive, Billings, MT 59101, hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform for City the services described in the Scope of Services attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **Term:** The term of this Agreement shall be from August 1, 2016 to July 31, 2017. The parties may extend this Agreement in writing prior to its termination.

3. **Scope of Work:** Contractor will perform the services in accordance with the specifications and requirements of the Scope of Services as defined in Exhibit A.

4. **Payment:** City agrees to pay Contractor the lump sum of \$19,849.50 at the beginning of contract for the performance of services as described in the Scope of Services. Payment will be made Net 30 days after City receives a correct invoice from Contractor.

5. **Additional Services:** Any alteration or deviation from the described work that involves extra costs will be permitted only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

6. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempt as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

7. **Indemnity and Insurance:** Contractor agrees to indemnify, defend, and save City, its officers, agents, and employees harmless from any and all losses, damage, and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. For this purpose, Contractor shall provide City with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.0 million per occurrence. The insurance must be in a form suitable to City.

8. **Warranty:** Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser of a period of one (1) year from the time services are completed or any warranty described in the Scope of Services.

9. **Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.

10. **Nondiscrimination:** Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **Liaison:** The designated liaison for each party for notices will be as listed below:

CITY

City of Laurel Police Department
Chief Rick Musson
115 West 1st Street
Laurel, MT 59044
Phone (406) 628-8737
Fax (406) 628-4641

CONTRACTOR

Industrial Communications & Electronics
Justin Damm, Service Manager
201 Erie Drive
Billings, MT 59101
Phone (406) 259-1212
Fax (406) 259-9989

13. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

AGREED AND ACCEPTED:

(CITY)
CITY OF LAUREL, MT

By: Mark A. Mace

Mark A. Mace, Mayor

(CONTRACTOR)
INDUSTRIAL COMMUNICATIONS &
ELECTRONICS

By: _____

Justin Damm, Service Manager

EXHIBIT A: SCOPE OF SERVICES

STATEMENT OF WORK

This Statement of Work (SOW) is issued by IC&E on behalf of CITY. The objective of the project described in this Statement of Work is for the CONTRACTOR to provide the CITY with maintenance, repair and after-hours Service Delivery Solution ("Solution") executed in a professional manner, that meets all Customer's requirements, satisfaction and fully complies with all applicable regulations for the Airbus DS Patriot 3.0 two (2) Position e911 System.

1. Project Scope and Understanding of the Requirements. The CONTRACTOR shall act as the Field Service Technician to outages or issues identified by the CITY. The CONTRACTOR is authorized to contact Airbus DS Technical Support and open Trouble Tickets to support CITY reported issues.

Outline of the scope of this project and the CONTRACTOR's requirements including:

- a) General
- b) Description of Service Levels, Objectives and Performance Desired
- c) Minimum Requirements
- d) Definition of Severity Levels
- e) Required Response Times
- f) Field Service
- g) Spare Parts
- h) Repair Logistics
- i) Reporting
- j) Security

General

1. CONTRACTOR is the Field Service Technician to customer calls for service.
2. CITY will contact CONTRACTOR for On-site response when warranted.
3. All service documentation, software, and any automated scripts for loading software will be provided by CITY to CONTRACTOR as needed.
4. This SOW does not include costs for the following services and conditions;
 - a. Damage from Liquid, smoke, lightning or other abuse
 - b. Communication transport services
 - c. Subscriber equipment and accessories
 - d. Control stations
5. Services outside the scope of this SOW will be quoted to CITY, upon request, from CONTRACTOR.
6. Normal business hours for support are Monday through Friday 8:00 AM – 5:00 PM Mountain Time.
7. CONTRACTOR will provide all needed tools and test equipment necessary for acceptable service delivery. Equipment will be maintained, in good working order and under calibration.
8. CONTRACTOR's staff performing work will be qualified in at least one recognized program with a level of certification appropriate to the support needed. Acceptable certifications include; FCC GROL, CET Journeyman level, OEM P25 factory trained, IP Networking, System Design Engineering, and Project Management. Supplier staff will participate in continuing education to assure ongoing technical competency.
9. Spares inventory needed for delivery of support services will be principally stored and made available from CITY facilities.

Description of Service Levels, Objectives and Performance Desired

The key objective outcomes from the execution of coordinated CONTRACTOR Services are:

- To ensure an optimal availability of the system;
- To maintain the system enabling future evolutions;
- To ensure the maintenance of the delivered system during the contractual period.

Minimum Performance Requirements

- Response within the required timeframe. Inability to respond within the requirements will be considered a Material Breach.
- One or more trained and certified employees on permanent staff, available as the primary designated responders to System issues and, at a minimum, ability to act as a resource to provide guidance employees who are performing field response during normal business hours or during after-hours emergency response.
- CONTRACTOR owned service vehicles that are clearly identified with proper company signage and equipped to safely transport Customer's equipment and spares. These vehicles should be normally stocked with a sufficient level of tools and repair parts.
- A stock of typical consumable materials generally comprised of miscellaneous cables, wires, connectors and other items sufficient to maintain the System and perform service restoration activities.
- One direct phone number for support that is answered 24 hours per day, seven days per week, with either the ability to provide an immediate technical response from a trained technician, or a call back within 30 minutes of the first call from CITY.
- The administrative staff and equipment (computers, etc.) to maintain and provide reports of CONTRACTOR activities. CONTRACTOR must also be able to ship and receive material, maintain and report on inventory and provide ad hoc reports as needed.
- A secured, temperature and access controlled location to store spare or repair parts, units and assemblies within the possession of the CONTRACTOR for processing.
- CONTRACTOR is responsible for the performance, quality and workmanship of services delivered. Quality controls must be in place to ensure a Customer acceptable level of quality is maintained. Failure to deliver acceptable work-product to the Customer's satisfaction may result in the termination of this SOW.

Required Response Times

Urgency Level	Acknowledgement Time	Incident Resolution Time
Critical	30 minutes (call back) 90 minutes (on site)	4 hours
Major	30 minutes (call back) 90 minutes (on site)	8 hours
Minor	Normal working hours (on site)	5 business days
Request / Question	Next business day	Best effort

Hours of Service - Hours of service shall be 24 hours a day, 7 days a week on critical Enhanced 911 Telephone Equipment. All other product will be maintained during normal working hours (8:00 A.M. until 5:00 P.M.) excluding holidays.

Definition of Severity Levels

Urgency Level	Definition	Example
Critical	Incidents/ Problems that severely affect service, traffic; or critical reduction in coverage or ability to use the System; and require immediate corrective action.	Loss of one (1) or more Dispatch Consoles Airbus DS Patriot 3.0 two (2) Position e911 System System Failure Loss of electrical or internet connectivity.
Major	Incidents/ Problems that severely affect System operation, maintenance and administration, etc. and require immediate attention. The urgency is less than in critical situations because of a less immediate or impending effect on System performance, Customers and the Customer's operation.	Any loss of functional visibility and/ or diagnostic capability. Short outages equivalent to System or sub-system outages, with accumulated duration of greater than 2 minutes in any 24 hour period, or that continue to repeat during longer periods. Any component or module failure which results in loss of the availability of one position. Repeated degradation of service or connections. Prevention of access for routine administrative activity. Degradation of access for maintenance or recovery operations. Degradation of the System's ability to provide any required critical or major trouble notification. Any significant increase in product -related Customer problem reports.
Minor	Incidents/ Problems that do not have severe impact on the functioning of the System and do not severely affect service to Customers.	Loss of specific components at one (1) Dispatch Console

Field Service (Corrective Maintenance):

In the event of a failure or issue with the System, the CITY will initiate a service request to IC&E Technical Support. IC&E will attempt to resolve the issue with the CITY remotely, if at all possible. If necessary, field service or local support from CONTRACTOR may be required to troubleshoot, address or resolve the issue.

The CONTRACTOR's technician will respond to the request for service from City within the required response times and will remain in regular contact with to provide updates, status, findings, etc., throughout the resolution process. The CONTRACTOR will perform all work activities as required or instructed to affect repair or implement a work-around to restore operation. Work activities may consist of troubleshooting, investigation, retrieving (or setting up) logs or captures, clearing alarms or fail states, resetting equipment, replacing components or assemblies, programming or provisioning, testing,

measuring, evaluating, installing spares and / or other repair activities. The CONTRACTOR will perform a visual inspection of the equipment and site when responding to the field. Any issues, such as loose connections, wiring problems, temperature excesses, cleanliness issues, or other problems or causes for concern should be rectified if possible and reported to CITY. CONTRACTOR may also be required to continue investigative activity onsite until a restoration or work-around solution is found. The CONTRACTOR must request permission prior to leaving any site or equipment that remains in a failure mode.

Equipment Repair: The CONTRACTOR will process equipment that needs repair. Once the RMA is provided, the CONTRACTOR will pack the equipment securely and will return it to the designated place of repair. Once returned from repair, the equipment will either be returned to the CITY as soon as possible, or placed into a secured storage location to be used as a spare (if the item was already replaced in the field). All material movement and inventory transactions must be recorded with part numbers, serial numbers and disposition in both the technician's incident report and any inventory reports.

Preventative Maintenance (PM): The CONTRACTOR will perform One Annual (1) On-Site Preventive Maintenance Service under this agreement. The annual PM will consist of a series of tests and results will be noted on each measurement. An overall evaluation of the condition of the equipment will be made, as well as recommendations for maintenance activities, including repair and optimization. Simple repairs may be made at the same time. In addition, software or firmware updates may need to be installed during this time. The PM includes general maintenance such as cleaning filters, tightening of connections and visual inspections of wiring for wear and tear will be performed.

Upgrade Activities: Most software and firmware upgrades can be applied to the System's components remotely by Technical Support personnel. However, on rare occasions, some software and firmware upgrades as well as hardware upgrades must be performed in the field. If upgrades are required, the CONTRACTOR will be responsible to implement the upgrades as instructed by technical staff.

Other Activities: In the event of a major System test, update, or critical public safety emergency, the CONTRACTOR's support may be required for up to 48 hours to provide assistance and the CITY. If additional time or resources are required, the funding is sourced by the Maintenance Agreement. Cost for CITY personnel will be borne by the CITY.

Safety: The CONTRACTOR shall plan the work appropriately and execute the work in the safest manner possible and in accordance with OSHA, federal, state and local requirements. This includes;

- PPE compliance (Safety Glasses, Gloves, Steel-toed boots)
- The use of only licensed, certified and trained technicians and installers
- Adherence to lock out / tag out safety rules
- The availability of required safety equipment and facilities
- Proper site assessment of hazards (mechanical, electrical and environmental)

- At any time that work cannot be completed safely and in compliance with industry acceptable safety standards of assessment, analysis and action, the CONTRACTOR shall immediately call a halt to activity and remedy the situation before proceeding. The CONTRACTOR's foreman shall serve as the "Responsible Person" as required by OSHA. This person shall have the CONTRACTOR's full authority to halt and suspend work in the presence of unsafe conditions.

Spare Parts

The CITY will manage the spare parts stock in a secure location. The CONTRACTOR will have access to the spare stock inventory in order to affect field repairs or workarounds. The CONTRACTOR will control the stock that is in the possession of its employees in accordance with normal inventory control

processes to monitor its location, status, serial numbers and other pertinent information during the time in which the CONTRACTOR has the equipment, or is managing the repair of the equipment.

The CONTRACTOR will manage the logistics flows between any equipment retrieved during a service call and the repair center

CONTRACTOR will bear all risks linked to the storage, use and transportation of spare parts, and associated insurance, while the equipment is in their possession.

Repair Logistics

The logistics management service includes 'goods inwards' (reception control), packing, marking, swap/repair and transportation of all Equipment or modules associated with the service delivery process. CONTRACTOR shall also ensure adequate control of all stored Spare Parts and Equipment items and modules. Logistics service shall provide:

- Reception and control for all incoming equipment including both new equipment modules of network elements and faulty/repared spare parts.
- Distribution and replacement of spare parts within the system.
- Shipment of faulty items under FOB Destination to the repair center with sufficient transport insurance to cover product value.
- Management of shipping documents of individual faulty units sent to the repair center.

All consignments shall be packed in an appropriate manner, ensuring that the module is completely protected against damage that might arise as a result of handling and transportation. All consignments shall be clearly marked to show:

- Delivery address of recipient, article number and reference number.
- The number of modules and packages in the consignment
- The repair dispatch notes
- Sender's name and address

Reporting

CITY must immediately report any re-occurring, systemic or trending failures observed on the equipment or System as part of Incident Reporting.

Security Requirements. Both CITY AND CONTRACTOR may be provided access to electronic items under security control such as System keys, passwords, access codes, access cards, combinations or other entry information to allow CONTRACTOR to provide maintenance services. Both organizations are responsible for maintaining strict control of these items and will not provide any information or access to any unauthorized parties of any controlled items.

(End of Scope of Work)