


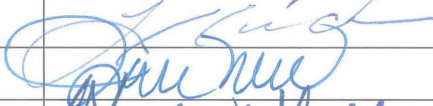
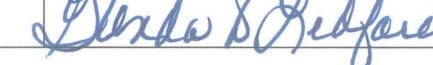

Action: Approved | Denied | Other
 Date Action Taken: January 11, 2021
 Verified By: JN
 Clerk's Note: N/A

**City of Wasilla
 Action Memorandum No. 21-03**

Award A Five (5) Year Contract To Comtech Solacom Technologies, Inc. In The Amount Of \$213,150 To Provide Hardware Components And Datamaster ALI DBMS Software And Licensing.

Originator: April Dwyer, Purchasing
 Date: 12/24/2020

Agenda of: 1/11/2021

Route to:	Department Head	Signature	Date
X	Finance Director		12-30-20
X	Deputy Administrator		12/30/20
X	City Clerk		12/30/2020
X	Mayor		12/30/2020

Fiscal Impact: yes or no

Funds Available: yes or no

**Contingent upon passage of
 FY22 through FY26 budgets.**

Account name/number/amount:

Computer Software Maintenance 001.4240.420.40.31 \$213,150

Attachments: Comtech Solacom Technologies Contract (2 1/2 pages)

Summary Statement: The Automatic Location Information (ALI) DataBase Management System (DBMS) is an essential foundational component of any 9-1-1 system and is necessary for fully capable operations of Enhanced and Next-Gen 9-1-1 systems (NG9-1-1).

Solacom's ALI DBMS will provide all the tools necessary to build and maintain a 9-1-1 database to be deployed within MATCOM. Users can create customer files, Master Street Address Guide (MSAG) Files, ESN Files, and files of responding agencies. The DBMS will assist in Matcom's ability to import and export customer and MSAG records as well as manually add/edit records. This product includes extensive reporting capabilities and audit trails.

The Automatic Location Information will provide automatic synchronization of records on two servers for full redundancy and reliability, automatic import of NENA standard files, allows Matcom to gain and maintain control of life saving data, provides for a natural transition to Next-Gen 9-1-1, and provides scalability from less than a thousand to more than 50 million records.

Staff Recommendation: Approve the Action Memorandum.

Contract Number: 11-30-2020-1

**Sales Agreement
Between
Comtech Solacom Technologies, Inc.
And
MATCOM**

This Sales Agreement (the "Agreement") is made this 30th day of November, 2020 between Comtech Solacom Technologies, Inc. having its head office at 80 Jean Proulx Street, Gatineau, Quebec, Canada, J8Z 1W1 (hereinafter "Solacom"), and City of Wasilla/MATCOM, 1800 E Parks Hwy, Wasilla, AK (hereinafter the "CUSTOMER"), (Solacom and the Customer hereinafter sometimes referred to individually as a "Party"; collectively as the "Parties").

RECITALS

WHEREAS:

- A. Solacom is in the business of designing and developing equipment for 9-1-1 call centers;
- B. The CUSTOMER is a governmental organization organized and existing under the laws of the State of Alaska; and
- C. Solacom and the CUSTOMER have entered into an agreement, Contract #: 04-22-2020-1 in which Solacom has committed to design and install an enhanced 9-1-1 System as a Service (E911aaS).
- D. Additionally, the CUSTOMER wishes to contract with Solacom and Solacom wishes to contract with the CUSTOMER to provide the hardware components and Datamaster ALIDBMS Software detailed in Exhibit A - Statement of Work / Quote.

In consideration of the premises and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1 TERM OF AGREEMENT

This Agreement will be effective 1st day of February 2021 (the "Effective Date") and will continue in effect until the 31st day of January 2026 unless otherwise extended or terminated in accordance with the terms and conditions hereof.

2 OBLIGATIONS OF SOLACOM

2.1 Services to be Performed by Solacom:

- a) Solacom's shall sub-contract Datamaster to deploy, support, and provide maintenance of ALIDBMS Software, for use by the Customer as described herein.
- b) Solacom shall facilitate Datamaster's deployment of the ALIDBMS product on the hardware specified in this agreement. Datamaster will provide the software identified in Exhibit A (Solacom Quote number 200723-01-TM_V03 dated December 02, 2020) and more particularly described in Exhibit B, attached hereto, and incorporated herein by reference. Changes to Exhibit A will be represented in Exhibit B. Therefore, in the event of a discrepancy between Exhibit A and Exhibit B, Exhibit A will be considered accurate and current. Modifications, additions, or deletions from Exhibit A will be illustrated in a Change Order (CO) and will be approved by both parties. Such COs will be considered as an addendum to this agreement.
- c) Datamaster shall provide first level maintenance and support of the System on the terms and conditions set forth in the MAINTENANCE AND SERVICE AGREEMENT - HARDWARE, marked Exhibit C, and MAINTENANCE AND SERVICE AGREEMENT - SOFTWARE marked Exhibit D, attached hereto, and incorporated herein by reference.
- a) Absent of delays arising from CUSTOMER's act(s) or its failure to act within a reasonable time, Solacom shall complete the installation of the System and Cutover, as outlined in Exhibit A1 "Schedule". "Cutover" shall mean that date, as determined by Solacom, when the System is operational and available for use by CUSTOMER for its intended purpose.

2.2 Solacom to Determine Manner of Performance:

Solacom will, in its discretion, determine the method and means employed by it to perform the Services. The Parties may, from time to time collaborate as to alternative methods and means, but such collaboration will not be deemed to abridge or fetter Solacom's discretion in the event of the Parties' disagreement with respect thereto.

2.3 Employees, Agents and Contractors of Solacom:

Solacom may, at its expense, and in its discretion, employ such employees, independent contractors, agents and subcontractors to assist it in completing its Services. The CUSTOMER shall have no authority to direct, supervise, or otherwise control Solacom's employees, independent contractors, agents and subcontractors in the performance of their respective duties.

2.4 Required Equipment:

Solacom will provide all required tools, instrumentation, and other equipment required to perform the Services.

2.5 Place of Performance:

Solacom will perform the Services at the Facility during the CUSTOMER's regular business hours whenever possible, provided the Parties agree that exceptions may occasionally be required, and when required, said exceptions will be negotiated in good faith by the Parties. Solacom shall make commercially reasonable arrangements to schedule the performance of the Services to limit additional charges. The Customer will modify and adapt, as necessary, at its sole expense, the Facility to enable Solacom to commence installation on or before the date indicated in Exhibit A1 - Schedule. The Customer will provide adequate and timely support and information with regard to its administrative, operational and management procedures, and all data necessary to allow Solacom to effectively complete the installation and completion of the Services defined in paragraph 2.1.

2.6 Compliance with Law:

Solacom shall provide all notices and comply with all Applicable Laws and Ordinances applicable to the completion of the Services and operation of the Facility.

2.7 Affirmative Action:

Solacom will use commercially reasonable efforts to comply with all Applicable Laws and Ordinances relating to fair employment practices, in the provision of the Services.

2.8 Insurance:

- 1) Solacom shall be required to maintain in force, at its own expense for the duration of this Agreement, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the Customer, acting reasonably.

A certificate of the policies originally signed by the insurer or an authorized agent of the insurer must be delivered to the Customer prior to the commencement of the Supplier's services:

- a) Professional Liability (errors and omissions coverage) for the performance of Services by the Supplier providing that the policy is:
 - i. in the amount of not less than One Million Dollars (\$1,000,000.00);
 - ii. designed to extend to infringement of copyright and other intellectual property, including misuse of trade secrets; and
- b) Comprehensive General Liability, provided that the policy:
 - i. is in the amount of not less than [Two Million Dollars (\$2,000,000)] per occurrence;
- 2) Solacom shall also maintain Worker's Compensation, and Employer's Liability Insurance to cover all of its personnel engaged in the performance of the Services, as well as damages arising as a result of the performance of such Services. Solacom further agrees to require its subcontractor(s), if any, to maintain General Liability Insurance, Worker's Compensation, and Employer's Liability Insurance.

3 OBLIGATIONS OF THE CUSTOMER

3.1 Compensation:

- a) In consideration of the provision of the Services, the CUSTOMER will pay to Solacom a total of \$42,000.00 (the "Contract Price") as follows:
 - i. Upon the Effective Date, \$21,000.00, 50% of the Contract Price, net 30 days;
 - ii. Upon shipment [F.O.B Facility], \$16,800.00, 40% of the Contract Price, net 30 day; and
 - iii. Upon acceptance, as defined in section 3.2, \$4,200.00, 10% of the Contract Price, net 30 days
- b) Payments pursuant to the MAINTENANCE AND SERVICE AGREEMENT - HARDWARE, and MAINTENANCE AND SERVICE AGREEMENT - SOFTWARE, shall be in addition to the Contract Price

and shall be paid by the Customer in accordance with the respective terms and conditions of said Maintenance Agreements either part as defined immediately below.

- i. \$42,000 is payable, net 30, on January 31, 2022.
- ii. \$42,000 is payable, net 30, on January 31, 2023
- iii. \$43,050 is payable, net 30, on January 31, 2024
- iv. \$44,100 is payable, net 30, on January 31, 2025

3.2 Ownership of System and Risk of loss:

Title and ownership to the System or any part thereof shall vest in CUSTOMER upon full payment of the Contract Price by or on behalf of CUSTOMER to Solacom. Risk of loss or damage to the System or any of its components shall be assumed by CUSTOMER from the time the System or any of its components are delivered to the Facility. The CUSTOMER agrees to safely store and insure the Solacom Software and Equipment against loss due to fire, theft, casualty, vandalism once delivered to the Facility. In the event the Customer has failed to notify Solacom of any damage within three (3) days of delivery, said Equipment and Software shall be deemed to have been delivered undamaged and deemed to have been accepted by the Customer

3.3 Taxes

The Contract Price does not include, and Solacom, its independent contractors, agents, subcontractors or its assignees (hereinafter referred to as "Solacom -Taxpayers") shall have no responsibility for paying any Customer taxes presently in effect or which may be assessed by any jurisdiction with respect to this Agreement, including but not limited to custom duties, corporate or personal income taxes and/or withholdings therefore, use, transfer and value added taxes, medical taxes, currency conversions taxes or charges, excise taxes, fiscal duties, fiscal stamp taxes, licenses, or any other levies, charges, duties, assessments, or taxes of any kind. In the event any Customer taxes are imposed on and payable by the Solacom-Taxpayers, the CUSTOMER will, upon submittal by Solacom of an invoice, increase the agreed Contract Price by, or reimburse Solacom for, the full amount of said taxes.

4 ASSIGNMENT AND TERMINATION OF AGREEMENT

4.1 Disavowal of Right to Cancel:

The Parties agree that this Agreement is not subject to termination other than as provided herein.

4.2 Bankruptcy or Insolvency as Grounds for Termination:

This Agreement shall terminate at the option of either Party if the other Party:

- a) admits in writing that it is unable to pay its debts as they become due;
- b) applies for or agrees to the appointment of a receiver or trustee in liquidation of such Party or any of its properties;
- c) makes a general assignment for the benefit of creditors;
- d) files a voluntary petition in bankruptcy or a petition seeking reorganization or an arrangement with creditors under any bankruptcy law;
- e) is a Party against whom a petition under any bankruptcy law is filed and such Party admits the material allegations in such petition filed against it; or
- f) is adjudicated bankrupt under any bankruptcy law.

4.3 Delinquent Payment as Grounds for Termination:

If the CUSTOMER is thirty (30) days or more past due in making any payment, Solacom may at its option without notice; (i) suspend the performance of all work, until such time as the payment due and any delinquent interest is paid in full, in which case the period of time under section 2.1.d shall be extended by the same period of time work was suspended plus seven (7) business days; or (ii) terminate this Agreement, provided, in addition to all other remedies at law or equity available to it, Solacom shall be entitled to and the Customer shall not be relieved, upon termination by Solacom as aforesaid from liability for any and all damages Solacom then or thereafter suffers as result of the Customer's breach.

4.4 Termination for Default:

If any Party to this Agreement shall at any time fail in the performance of any of its material non-financial obligations contained herein, then, after serving a thirty (60) day written notice of the existence and nature of such failure, the Party giving such notice may, in addition to all other remedies at law or equity, terminate this Agreement, if the

cause of the failure specified in such notice shall not have been cured within the thirty (60) days, and the defaulting Party shall not be relieved thereby from any damages the terminating Party then or thereafter suffers. Further, with or without terminating this Agreement, the non-defaulting Party shall have the right to cure any breach by defaulting Party for the account and at the expense of the defaulting Party and add the amount thereof to the Contract Price, which amount shall be immediately due and payable..

4.5 Assignment

Neither Party shall assign this Agreement without the prior written consent of the other Party. Provided and notwithstanding the foregoing, Solacom shall have the right to assign, upon notice to and without the prior written consent of the Customer, to an affiliate, or to a third party purchaser of substantially all of the assets and undertaking of Solacom. For greater certainty, a sale of the issued and outstanding shares of Solacom, resulting in a change of the corporate voting control, within Solacom, shall not be deemed to be an assignment for the purpose hereof.

5 GENERAL PROVISIONS

5.1 Warranty

Solacom warrants that the System will meet the performance standards required in Schedule "A"-Statement of Work. In the event that the System, operating as installed, fails to perform at the levels therein specified at any time within **one (1) year** after the installation of the System, Supplier will provide at no additional cost to the Customer additional hardware or software necessary to bring the System into compliance with said performance standards.

a) Hardware

Solacom warrants that the hardware components of the System shall be free from defects in material and workmanship and title for one (1) year from Date of Cutover of the System.

Under Solacom's warranty, Solacom shall correct the failure of a hardware component, at its option by: (i) repairing the defective or damaged part or parts thereof; or (ii) making available at Solacom's factory any necessary repaired or replacement parts. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the System in which it is installed or ninety (90) days from the date of shipment, whichever last occurs. Solacom's warranty applies to the repair or replacement of faulty or non-conforming parts or components as well as the labor, to remove and replace such faulty components or parts.

Solacom's obligation herein is conditional upon the CUSTOMER giving notice to Solacom within thirty (30) days of such failure and upon the CUSTOMER returning the defective hardware to Solacom's Technical Service Centre within thirty (30) days of receiving the replacement part, if a replacement part has been provided.

Notice shall be given to Solacom by contacting the Solacom Technical Support Center.

Solacom's obligations shall not apply to warranted hardware which: (i) has been modified or otherwise altered; (ii) is normally consumed in operation; (iii) has a normal life inherently shorter than the warranty period; or (iv) is not properly stored, installed, used, maintained or repaired; or, (v) has been subjected to any kind of misuse or detrimental exposure, or has been involved in an accident.

b) Software

Solacom warrants that the software included with the System shall be free from defects in material, workmanship and title for one (1) year from Date of Cutover of the System and as may be further warranted in the end-user license agreements provided with the System.

c) General Provision – Warranty

The preceding paragraphs set forth the exclusive remedies for claims (except as to title) based upon defects in or nonconformity of the Equipment or Software of the System, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of other warranties, whether oral, written, expressed, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL SOLACOM BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.** Solacom does not warrant that the CUSTOMER's operations will be uninterrupted or error free.

5.2 Software License:

- a) Solacom grants the CUSTOMER a non-transferable, non-exclusive license for the useful life of the System to use the Software, (including all related documentation supplied therewith) solely to maintain and operate the System, provided that the CUSTOMER: does not allow any aspect of the Software to be disclosed to a third party without Solacom's written consent and makes reasonable efforts to ensure that its employees are aware of this obligation;
- b) uses the System solely for the purpose intended under the Agreement;

- c) does not copy any part of the Software or any related documentation supplied therewith without Solacom's consent and does not attempt to develop any source code from the Software; and
- d) returns to Solacom or erases or destroys any Software and any related documentation supplied therewith on any media being recycled or discarded and so certifies to Solacom, within 30 days of notice of default given by the Solacom, provided said default is not cured within 30 days.
- e) does not transfer, by means of assignment or sub-license, the right to use the Software or any related documentation supplied therewith to any other third party;
- f) has complied with the covenants and obligations under this Agreement.

The CUSTOMER agrees that all training and procedural materials developed by Solacom in conjunction with the Software shall be and remain the property of Solacom.

The CUSTOMER further agrees that additions and supplements to the Software and any related documentation which may be developed for the CUSTOMER through the reimbursed or unreimbursed efforts of Solacom employees or agents, whether or not in conjunction with the CUSTOMER's employees or agents, are the exclusive property of Solacom, unless otherwise specifically agreed to in writing.

Solacom (and its designated agents) may conduct inspections or audits at CUSTOMER's offices and/or the Facility in order to ensure compliance with the obligations stated herein. If CUSTOMER has violated any compliance obligation of the Agreement following an inspection or audit or the number of actual users exceeds the number of available licenses Solacom's cost to conduct said inspection or audit shall be borne by CUSTOMER and payable forthwith.

5.3 Proprietary Rights:

Solacom retains for itself, and the CUSTOMER acknowledges that Solacom so retains, all copyright and all other proprietary rights in and to all designs, engineering details, and the Software and any related documentation pertaining to the System. The Software and the configuration of the Equipment shall be the property and trade secrets of Solacom. Unless Solacom and the CUSTOMER otherwise agree in writing, Solacom shall not be obligated to disclose to the CUSTOMER any proprietary information or to give CUSTOMER any artwork or tools, including drawings, and production aids developed by Solacom.

Moreover, all data, software, source codes initially incorporated in Solacom's product or Software shall be and remain the property of the Solacom.

All other data, designs, inventions, improvements, discoveries or creations that derive or arise from Solacom's initiative or activities, including those that derive or arise through its performance of the present Agreement, solely or in conjunction with the CUSTOMER's employees or agents, shall be and remain the property of the Solacom.

5.4 Liability:

Solacom's sole obligation and liability and the CUSTOMER's sole remedy for Solacom's negligence, breach of warranty, breach of contract or for any other liability in any way connected with or arising out of this Agreement or the System shall be as follows:

- a) In all situations involving performance or non-performance of the System, the CUSTOMER's sole remedy shall be as stipulated in section 5.1.
- b) For any other claim concerning performance or non-performance by Solacom OR THE CUSTOMER pursuant to, or in any other way related to the subject matter of this Agreement or any order under this Agreement, the injured party shall be entitled to recover actual damages; provided that the responsible Party's liability for damages for any cause whatsoever, and regardless of the form of the action, whether in contract or in tort (including negligence), shall be limited to an amount equal to the Contract Price as stated in paragraph 3.1 (a).
- c) IN NO EVENT SHALL SOLACOM OR THE CUSTOMER BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SYSTEM OR PARTS OF THE SYSTEM, THE SUPPLIES OR REPLACEMENT PART OR SERVICE FURNISHED HEREUNDER.

5.5 Indemnification by Solacom and the Customer -Third Party Claim:

Notwithstanding the limit imposed under 5.4 (b), to the extent a claim involves personal injury or property damage done to a person who is not a party to this Agreement, each Party agrees to indemnify and hold harmless and defend the other Party, its affiliates, parents, directors, officers, representatives, employees and agents against any and all damages, claims, losses and costs, whether it arises in contract or in tort, for its adjudged fault and consequential financial liability limited to the extent of [\$2,000,000.00.]

Additionally, CUSTOMER'S obligation in this provision is subject to the appropriation of available funds as CUSTOMER, a municipal government, it is prohibited by Alaska Statute 29.35.100(b) from incurring an obligation except in accordance with appropriations.

5.6 Other Communications as Part of Agreement:

Following the execution of this Agreement, no letter, facsimile, transmission, telegram, electronic mail, or other communication passing between the Parties, concerning any matter relating to this Agreement, shall be deemed a part of this Agreement, nor shall it have the effect of modifying or adding to this Agreement unless it is distinctly stated in such letter, facsimile transmission, telegram, electronic mail, or communication that it is to constitute part of this Agreement and is to be attached as an amendment in the form of a Change Order in Exhibit A2. Any Change Order forming part of this Agreement, must be signed by all Parties named in this Agreement.

Furthermore, no design change, variation, addition, deletion (which term includes lining out), rider, modification to the stated Statement of Work, or amendment to the Agreement shall be binding unless it is incorporated into it by written amendment executed by the through a Change Order as shown in Exhibit A2 signed by all Parties named in this Agreement.

5.7 Waiver as Affecting Future Performance:

The waiver by, or the failure to take action with respect to, any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, with respect to any subsequent breach of the term, covenant, or condition. The subsequent acceptance of payments under the Agreement shall not be deemed to be a waiver of any preceding breach of any term, covenant, or condition other than the failure to pay the payment.

No covenant or condition of this Agreement may be waived by any Party hereto except by the written consent of that Party, and any forbearance or indulgence by that Party shall not constitute a waiver of the covenant or condition and, until performed or waived in writing, that Party shall be entitled to invoke any remedy available to that Party under this Agreement or by law, despite the forbearance or indulgence. Finally, no waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing and signed by both Parties.

5.8 Force Majeure:

The parties will exercise every reasonable effort to meet their respective obligations hereunder but subject to as hereinafter provided, shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, or omissions, fires, strikes, lockouts, natural disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.9 Law Governing and Place of Suit:

This Agreement shall be construed under the laws of the State of Alaska, and the Parties agree that any action relating to this Agreement shall be instituted and prosecuted in the Courts of the State of Alaska and each Party waives the right to change of venue.

5.10 Partnership not intended or created:

Nothing in this Agreement is intended, or shall be deemed, to constitute a partnership or joint venture between the Parties. In the performance of the Agreement, Solacom shall be considered an independent contractor, and not an employee of the CUSTOMER

5.11 Severability of Agreement:

It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by a Court to be illegal or in conflict with any law of the State of Alaska, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

5.12 Instrument as Entire Agreement:

This instrument contains the entire agreement between the Parties, and no statements, promises, or inducements made by or on behalf of either Party that are not contained in this Agreement shall be valid or binding; this Agreement may not be enlarged, modified, or altered except in writing signed by the Parties..

5.13 Use of Pronouns:

Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the single number or vice versa in any place in which the context may require such substitution.

5.14 Clause Headings:

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they appertain.

5.15 Definition of Words Denoting Time:

Unless otherwise provided in this Agreement, the word "year" shall be construed to mean a calendar year of 365 days, the word "month" shall be construed to mean a calendar month, the word "week" shall be construed to mean a calendar week of seven days, and the word "day" shall be construed to mean a period of 24 hours running from midnight to midnight.

5.16 Definition of "Applicable Laws and Ordinances":

The term "Laws and Ordinances" shall mean all present applicable laws, ordinances, rules, regulations, permits, authorizations, orders and requirements of all federal/provincial/state/local and municipal governments, the departments, bureaus or commissions, authorities, boards or officers, or any other governmental body or bodies exercising similar function, having or acquiring jurisdiction of, or which may affect or be applicable to, the Customer and the design and development of NG-1-1 centers.

5.17 Confidentiality:

To the extent permitted by the laws of the State of Alaska, all information, whether printed, written, or oral, in answer to special inquiry or voluntarily furnished by Solacom, or agents or employees, to the CUSTOMER, its agents or employees, shall be held in confidence by the CUSTOMER and for business purposes only.

5.18 Execution of Additional Instruments:

Each Party, at any time, at the other's request, shall execute, acknowledge, and deliver any instrument or conveyance that may be necessary or proper to carry out the provisions of this Agreement.

5.19 Disputes:

The Parties hereto agree that they shall first endeavor to settle all claims, controversies, or disputes arising out of or relating to the present Agreement involving threatened, alleged, or actual breach of either Parties obligations stated herein, including without limitation, any claim, controversy, or dispute concerning any determination, negotiation, or agreement to be reached by the Parties under this Agreement (hereinafter hereafter referred to as "Dispute") by good faith negotiations.

In the event that these negotiations do not resolve the Dispute, then the Parties agree to undergo binding arbitration. Any judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hamilton, Ohio. The arbitrator is not empowered to award punitive damages or damages in excess of compensatory damages as hereinbefore provided and each Party hereby irrevocably waives any right to recover such punitive or excess damages.

5.20 Binding Effect:

This Agreement shall inure to the benefit of and be binding on the Parties, and their respective heirs, legal representatives, assignees, and successors.

The CUSTOMER shall use its best efforts to ensure that all users of Software will comply to the provisions of the Software license granted herein; and that it will use its best efforts to compel all users of CUSTOMER licenses to comply with those Software license.

5.21 Notices:

Any notice shall be in writing and may be delivered by personal delivery to an officer or other responsible employee or the addressee, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Agreement or at the last address of which the sender has received notice in accordance with this section. Any notice personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Any communication sent by registered mail shall be deemed to have been validly and effectively given on the fourth business day following the day on which it was sent. Any notice sent by facsimile or other electronic means that provides a paper record of the text of the notice shall be deemed to have been validly and effectively given on the business day on which it was sent.

All such notices shall be addressed to the party to whom it is directed at the following addresses:

If to CUSTOMER:

City of Wasilla / MATCOM
1800 E Parks Hwy
Wasilla, Alaska
99654

Attention: Glenda Ledford, Mayor
Telephone: 907.373.9050
Email: gledford@ci.wasilla.ak.us

If to Comtech Solacom Technologies, Inc.:

Solacom Technologies Inc.
80 Jean Proulx
Gatineau, Québec, Canada
J8Z 1W1

Attention: Suzanne Larsen
Telephone: 613-693-0641 x351
Telecopier: 613-693-0642
Email: Suzanne.Larsen@comtechtel.com

In witness whereof, the parties have executed this agreement on, the day and year first above written:

Comtech Solacom Technologies, Inc.

Customer

By: _____

By: _____

Suzanne Larsen
Chief Operating Officer

Name

Title

ATTEST:

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

Johni Blankenship
Borough Clerk

Colette Thompson
Borough Attorney

Exhibit A - Statement of Work / Quote

Solacom Quote: 200723-01-1M_V03



ber 02, 2020

E000013003

Customer: Direct To USD Customer ONLY

City of Wasilla/MATCOM

Site: Direct To USD Customer ONLY
USA

Phone:

Fax:

Note: IMPORTANT to see notes included at the bottom of this document.

Detail: Datamaster ALI

Quoted By	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
Comery		Dec 02, 2020	Mar 02, 2021	TP	US Dollars

Item	Description	Quantity	List Price	Unit Price	Extended Price
S-Upgrade-v4	Upgrade / Add on for Core System				
P-DM-ALI-DBMS Srv 5y+	911 DataMaster ALI or DBMS Server	3.00	\$5,418.00	\$5,418.00	\$16,254.00
P-DM-WebEditing Srv 5y+	911 DataMaster Web Editing Server	1.00	\$5,418.00	\$5,418.00	\$5,418.00

Server Distribution:

- 2 x ALI Server
- 1 x DBMS Server
- 1 x WebDBMS Server

Item	Description	Quantity	List Price	Unit Price	Extended Price
Line 1 price					\$21,672.00
S-Professional Services-v2	Professional Services offering				
SL-DM-LIS	Datamaster ALI Installation & Travel	1.00	\$17,150.00	\$17,150.00	\$17,150.00

Item	Description	Quantity	List Price	Unit Price	Extended Price
S-MAINTENANCE-V3	Maintenance and Support Offering				
SL-DM-LIS	Annual ALI Software Licensing - Year 1	1.00	\$2,778.00	\$2,778.00	\$2,778.00

Item	Description	Quantity	List Price	Unit Price	Extended Price
ShippingFee	Shipping and Handling Charges	1.00	\$1.00	\$400.00	\$400.00

send PO to CST-POSolacom@comtechtel.com

Sale Amount: \$42,000.00

Total Amount: \$42,000.00

Item	Description	Quantity	List Price	Unit Price	Extended Price
ity/Maintenance- Year 2					
SL-DM-LIS	Annual ALI Software Licensing - Year 2	1.00	42,000.00	42,000.00	42,000.00
ity/Maintenance- Year 3					
SL-DM-LIS	Annual ALI Software Licensing - Year 3	1.00	42,000.00	42,000.00	42,000.00
ity/Maintenance- Year 4					

Solacom standard Call Taker Computer Specs.

Subject to Revision or Modification on all Expired Quotes.

Features	STANDARD	ENHANCED	SUPERIOR
PC Type	Yes	Yes	No
Workstation	No	No	Yes
Processor	i3	i3	Intel Xeon
RAM	4 GB	8 GB	8 GB
PCIe Slots	2	2	6
Sound Card	1	1	1
Graphic Card	On-board	1	2
Monitor Supported	2	2	6
Monitor Cables Provided	No	1 HDMI to HDMI	No
		1 DVI to DP	
Adapters Provided	No	No	6 mDP to DP
NIC Teaming	Optional	No	Optional
Guardian Map	No	Yes	Yes
3rd Party Software Cohabitation	No	Certified 3rd Party Map	Certified 3rd Party Map
			Certified CAD
Physical Size (HeightxLengthxDepth)	11.5 x 3.7 x 11.4"	11.5 x 3.7 x 11.4"	16.3 x 6.8 x 22"

and conditions

prices quoted in USD Dollars exclude any applicable taxes.

ty and taxes not included in price.

Order shall be subject to credit approval by Solacom Technologies Inc.

stones: PO, Shipping, Installation, In Operation.

There is a \$1,500.00 minimum order requirement as applicable. Orders under \$1,500.00 may include an associated administrative fee.

Cancellations following receipt of order are subject to a 20% restocking fee or any costs incurred prior to cancellation will be invoiced.

Payment terms: 50% on PO, 25% on Shipment, 15% install, 10% in operation.

Annual system support payment due prior to expiration of support plan.

Subject to Solacom Technologies standard warranty terms and conditions

Maintenance and support is subject to Solacom Technologies Maintenance and Support Policies

Exhibit A1 - Schedule

Delivery Schedule

Item #	Milestone	Timeframe (Weeks)
1	Contract signed and PO received	Project Start
2	CM Complete (Configuration Manual)	1 week
3	Ship Date	1 week
4	System Delivery	1 week
5	Installation Complete	1 week
6	SAT Complete (System Acceptance Test)	1 week
7	Training Complete	1 week
8	Go-Live Date	1 week
9	FA Complete (Final Acceptance)	8 TO 12 weeks

Exhibit B - Product Description

Datamaster is pleased to offer a flexible, service-based solution supporting traditional and Next Generation 9-1-1 database services to the <CUSTOMER>. Datamaster provides the software and staff to effectively manage critical 9-1-1 data with a set of technology unparalleled in the marketplace and is suited to transition to NG9-1-1.

The basics of the offering are as follows:

- The <CUSTOMER> will utilize the geographically diverse ALI and DBMS servers provided by Greater Harris County Emergency Network ("GHC") via an Inter-local Agreement.
- Datamaster will migrate existing <CUSTOMER> ALI and MSAG data to the platform.
- <CUSTOMER> will establish network connectivity from each of its PSAPs to the ALI servers.
- Datamaster will configure the software to effectively work with existing <CUSTOMER> PSAP CPE.
- Datamaster will work with service providers to change the flow of their service orders and error reconciliation processes to utilize the Datamaster solution.
- Datamaster will provide ongoing support for error resolution and database integrity.

1. Our Technology

DBMS

- Provides all the tools necessary to build and maintain a 9-1-1 database. Users can create Customer Files, MSAG, ESN files, and files of responding Agencies.
- Users can import and export Customer and MSAG records as well as manually add/ edit records.
- Includes extensive reporting capabilities and audit trails.
- Updates for ALI and selective routers, password protection, and many other features.
- With 9-1-1 WebDBMS, users have a web-based access to information and can exchange information with telephone companies, PSAPs, and other county agencies.

WebDBMS

- Designed primarily for multi-county / multi-PSAP locations. PSAPs, counties, and ALI database providers use a web browser to communicate with one another and effect changes to data.

ALI

- Flexible and user configurable.
- Provides extensive reporting capabilities, including a history of all ALI requests.
- Automatic synchronization of records on two servers for full redundancy and reliability.
- Automatic import of NENA standard files.
- Allows a 9-1-1 Authority to gain / maintain control of life saving data.
- Provides for a natural transition to NG9-1-1.
- Can be used with 911 DBMS or as a stand-alone ALI.
- Provides scalability from less than a thousand to more than fifty million records.

- Provides ALI response to multiple PSAP controllers.
- Interfaces with all leading PSAP controller equipment including IP-enabled CPE.
- Provides many standard ALI display formats as well as user-created formats.
- Provides for supplemental customer information to the dispatcher.
- Provides for 9-1-1 WebPSAP, for PSAPs to obtain extensive information about the ALI database and to run reports about ALI requests through a web-based interface.
- Maintains logs of all activity.

2. Getting Started

Getting started with Datamaster's service offering is relatively simple. It involves three basic steps: establishing the necessary network connectivity, migrating and testing data, and configuring the system to meet the specific needs of LEG.

The <CUSTOMER> will need to establish redundant connectivity from each of its host nodes and other PSAPs to the ALI / LDB servers. The <CUSTOMER> will also need to provision circuits from each of its selective routers to the ALI / LDB servers if they choose to utilize off-board selective routing queries. Alternatively, Datamaster will work with the <CUSTOMER> to deploy a mechanism to update the selective routers with the proper routing data.

Once a target date for network completion is known, Datamaster will begin to work on data migration. This begins with <CUSTOMER> getting a copy of your MSAG and ALI data from your current database provider. Datamaster will load both of these in a test environment in order to check for format, accuracy, and completeness. Any issues that would hinder migration to production will be reported to <CUSTOMER> for joint resolution.

Using the test data, we will work with the <CUSTOMER> to configure the software to tailor it to your exact needs. This includes ensuring that the screen format is correct for your CPE, establishing security profiles for users, setting any default parameters, etc. We will work together to get all service providers set up with mechanisms for submitting data and for viewing/ modifying data via a web-based interface

After resolving any issues and establish a mechanism for transferring the data, <CUSTOMER> will work with its existing database service provider to stop processing service orders on a given date. At that time, Datamaster will load the most current version of the ALI data into the production environment. After a successful load, the data links between the PSAPs and the ALI databases can be migrated to point at the new environment. The final step will be processing the service orders queued up from the previous provider. Going forward, service orders will be processed as received by the DBMS software for provisioning into the ALI / LDB.

Supporting Information

3. Licensed Users

The licensed software is licensed to any County employee and to authorized service providers (WebDBMS only) as mutually agreed by the County and Datamaster.

4. Documentation

Datamaster will provide to the County, at a minimum, electronic copies of the current user manuals for all licensed software. These may be distributed to any County employee.

5. Record Count

In the past, 9-1-1 database services were predominately priced based on record counts. With the industry wide phenomenon of a migration from landline service to wireless service, the tried and true cost parameter of a monthly cost per ALI record are becoming less meaningful. ALI records are no longer an accurate barometer of 9-1-1 database activity. Instead, the overall population of a 9-1-1 Authority is a better indicator of the number of 9-1-1 capable devices are available to request services.

This Agreement (and any subsequent price adjustments) will be based on the County's estimated population as represented by the most current U.S. Census estimate (including the most current three-year estimate). As of the contract initiation, this estimate is 187,000.

In the event that County annexes or otherwise expands its 9-1-1 authoritative boundaries, County will notify Datamaster within 30 days of such expansion and a contract addendum will be executed at the then current population-based rate for the new population basis for all County covered areas using the most current U.S. Census estimate.

Exhibit C - Direct Hardware Maintenance and Support Policy

A. Definitions

“RMA” is defined as a Repair Material Authorization which is provided by Solacom to the customer when a line replaceable unit which is module or component of the Solacom system needs to be repaired or returned to Solacom.

“Business Hours” are defined from Monday through Friday, 8h30-17h00 ET excluding Statutory Holidays

“Customer” is defined as the Solacom end user based on the contractual relationship.

B. Customer’s Obligations

During the term or any renewal of this Agreement, the Customer shall have the following maintenance and support obligations to enable Solacom to properly provide support activities identified. Any information provided by the Customer hereunder will be required in order to support the activity of an active/open incident ticket or RMA and/or during maintenance

- 1.1. The Customer shall provide Solacom with information and assistance reasonably required by Solacom to detect, verify, replicate and validate a fault to the system and/or a failure mechanism;
- 1.2. The Customer shall provide access to people and equipment to isolate third party equipment from the fault being investigated. If the fault is traced to equipment not part of the Solacom system then it will not be covered under this agreement.

C. Solacom’s Obligations to Provide Support Services for Hardware

1. General:

- 1.1 Solacom shall provide Level 1 support that will gather the required information to qualify and verify that an actual fault exists, or capture the details of the non-performance to be performed and attempt to reproduce the fault in order to characterize and isolate the failure mechanism, Solacom will perform the required preventive and/or corrective activity to maintain the system and to keep or bring back online.
- 1.2 The Hardware Warranty Support program covers Solacom-manufactured and/or supplied hardware such as VOIP card, T1 cards, SS7 Gateway, Chassis, Serial to IP devices, Damocles, Gateways and Monitors.
- 1.3 The warranty support program is in effect 12 months’ post cut live or 18 months’ post shipment whichever occurs soonest.
- 1.4 The Servers, Computer, Keyboard and Mouse warranty program is 3 years and can be extended to 5 years.

2. Module Repair Service

- 2.1 Solacom provides service to repair a system or system component returned to the factory. This service comprises of the diagnostic testing, troubleshooting and repair labour to return unit to full working condition, or identify it as Beyond Economical Repair (BER) as appropriate.
- 2.2 Defective hardware components will be repaired through Solacom Repair service department. A Return Material Authorization (RMA) number will be opened to ensure proper tracking of module to repair.
- 2.3 Repaired components are warranted for the remaining of the warranty or ninety (90) days from the date of return of the component to the customer, whichever occurs first. Solacom may decide to replace any components or modules if this is the best course to repair the defective module.

2.4 RMA Turn-around-time is **24 hours**. This time is measured from the date the ticket is logged and the date advanced replacement equipment is shipped from the factory.

3. Exclusions

3.1 Extended support programs can be sourced through Solacom for Computers and Servers, Keyboard, Mouse but does not include headsets or handsets.

3.2 Hardware support excludes any act of god, Products that are not properly stored, used, or have been subject to misuse, unauthorized modification, and detrimental exposure or involved in an accident. A repair fee will be invoiced to the customer.

3.3 To implement a new software release with additional functionality desired by the Customer, new hardware may also be required; this is the responsibility of the Customer. As required, a quote for this new hardware will be provided.

4. Shipping

4.1 Unless otherwise specified shipping fees are the responsibility of Solacom using standard delivery shipping services.

4.2 If for any reason, the customer would like expedited services, additional charges may apply.

5. Advance Hardware Replacement

5.1 The Hardware Support program does not include advance replacement. The only time that Solacom will ship an advance replacement module is for any hardware that is found to be an out-of-box failure. The module will be shipped within 2 business days. The defective module must be returned to Solacom within 30 days.

6. Third Party Hardware

Third Party Hardware not manufactured but supplied by Solacom will follow the same RMA process however, the RMA Turn-around-time will not apply. Solacom transfers the Third-Party warranties and will offer additional support programs if available and permitted by the Third-Party Hardware manufacturer. Typically, extended warranty on Third Party Hardware can be obtained at the time of purchase of the Third-Party Hardware.

This agreement does not cover repairs or replacement by Solacom of Customer-supplied Third-Party Hardware.

7. Customer Caused Damage/Failure/Tampering/Accident

In the event that the root cause is determined to be (1) a modification or other alteration, (2) normal consumption, (3) improper storage, installation, usage, maintenance or repair or (4) equipment that has been subjected to any kind of misuse or detrimental exposure or has been involved in an accident the item is not covered under this agreement.

8. Obsolescence

In some instances, the product may no longer be repairable due test setup and/or product knowledge. In such instances, the product will be deemed non-repairable. Solacom will make every attempt to provide technical assistance for a product life cycle of at least 10 years following delivery. Solacom will advise its Customer in advance of any pending end of life of any system.

9. Solacom Labor Rate

For services provided outside the boundaries of this agreement please contact Solacom.

Exhibit D - 911Datamaster's Software Support Service

6. Software Support

Datamaster shall have no obligation to support or maintain the Software (i) for Use on any computer system other than that specified in the Documentation or Hardware and Software Specifications of Exhibit B of this License Agreement, (ii) for Use of any version of the Software other than a current, unaltered release of the Software; or (iii) if the Client modifies the Software other than as permitted by this License Agreement.

7. Software Support Services

A. 7 x 24 x 365 Telephone Support

Software support is available to the Client 24 hours a day, 7 days a week, 365 days a year. Support is only available during business hours (8:30 a.m.—5:00 p.m. central time) for Minor Impact or Low Impact issues.

B. Response Times

Response time is defined as the period of time between alert or call receipt and the time Datamaster support personnel begin analyzing the alert or call. Datamaster will notify the Client when a technician begins analyzing a call either via email or telephone. Datamaster's response time commitment is depicted in the following table:

Priority	Description	Response Time
1. Critical Impact – Service Not Available	Software Use is unavailable or halted; or data is unavailable or non-functional; or service productivity or functionality is severely compromised AND is affecting 9-1-1 call delivery if not remedied; AND there is no ability to avoid or reduce the effect of the incident via a workaround.	< 2 clock hours
2. Major Impact – Severely Impaired	Software Use is seriously impaired or degraded; or data accuracy is seriously impaired; AND is affecting 9-1-1 call delivery if not remedied; AND there is no ability to avoid or reduce the effect of the incident via a workaround.	< 4 clock hours
3. Minor Impact – Minimal Degraded Performance or Functionality; Single User Issues	Software Use has encountered a non-critical issue with minimal loss of performance / functionality; or data accuracy is minimally degraded; or may be identified as a functional defect; or complete stoppage of a single Licensed User; or a partial loss of service for a single Licensed User and there is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost.	< 16 business hours
4. Low Impact – Single User Application Issue	Software Use is unavailable or degraded (not a complete work stoppage) for a single Licensed User; or there is a way to reduce the effect or completely avoid the impact of the incident via a work around at a reasonable cost.	< 24 business hours
5. No Impact	Password resets; requests for access rights; file restores; or issues of similar import.	< 48 business hours

For Priorities One and Two, Datamaster will work until the problem has been resolved. For Priorities Three, Four, and Five, Datamaster will work with the Client towards a solution in a timely manner during normal working hours.

C. Software Patches/Bug Fixes:

From time to time, Datamaster may (in its sole discretion) provide the Client updates that improve function or eliminate problems. If provided, the Client agrees to take all reasonably necessary actions to install the updates.

D. Software Upgrades:

From time to time, Datamaster may (in its sole discretion) provide the Client both point releases and .x releases. If provided, the Client agrees to take all reasonably necessary actions to install the updates.

E. Anti-Virus:

Datamaster will make commercially reasonable efforts to deliver the Software virus free; provided there is no guarantee. Accordingly, it is incumbent upon the Client to maintain adequate virus protection.

8. Additional Fee-based Software Support Features

The additional support services described below are not included in the Services provided under this License Agreement unless the Client and Datamaster so agree in writing and the Client pays all applicable fees. The Client may contact Datamaster for details and pricing for all fee-based support services.

9. On-site Installation or Project Management Support

On-site installation and / or project management services are not covered under this License Agreement. Such services may be provided pursuant to a separate Statement of Work detailing the specific services to be rendered for a given project and the applicable price.

10. Training

Training is not covered under this License Agreement. Training is available at Datamaster's prevailing rates on the date the training services are requested.

11. Post Installation Support Limitations and Cost

Datamaster's support obligations hereunder will not apply to any Datamaster-supported Software if correction of an error or adjustment is required because of: (i) accident, neglect, tampering, misuse, failure of electric power, (ii) failure of the Client and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use; (iii) repair or alteration, or attempted repair or alteration of any Datamaster-supported Software by the Client or others; (iv) connection of another machine, device, application or interface to Datamaster-supported Software by the Client or others, which has caused damage to Datamaster-supported Software, (v) damage or destruction caused by natural or man-made acts or disasters; (vi) failure or degradation in performance of Datamaster-supported Software due to the installation of another machine, device, application or interface not specifically certified and approved by Datamaster for Use with the Software; (vii) the operation of the Software in a manner other than that currently specified by Datamaster; (viii) the failure of the Client to provide suitable qualified and adequately trained operating and maintenance staff; (ix) incompatible or faulty Client equipment; or (x) modifications made without Datamaster's written approval to the operating system, network hardware or software environment or software applications.

Telephone support and / or field engineering to rectify such unsupported failures as described above may be obtained from Datamaster on a time and materials basis. The labor rate charged will be the current Datamaster labor rate (plus expenses) at the time service is requested.

12. Other Services

The following are not included in the Software specified above nor in the Services outlined in the Agreement. These may be purchased under a separate purchase order at the Client's discretion:

SpatialScene Additional Services	Costs
Monthly Health Check: Perform the following one time per month. Cost is for 12 of these monthly checks: <ul style="list-style-type: none"> • Checking SSC Server logs • Checking positions database size • Checking random positional logs • Checking SQL database checks for backups • Checking available disk space • Checking on Server/Portal/SSL license expirations • Republishing the locator 	\$3,000
Monthly map display changes as needed to include resync. One change per year is included in Annual Recurring Costs above. Cost is per hour and assumes remote access.	\$200/hr
Running SSC Maintenance script. Cost is per workstation per month	\$50
SPS to SSC refresher training/questions	\$200/hr
Search modifications/updates (for 5.2 release and beyond)	\$1,000
Generate Discrepancy report	\$500
Refresher/new hire training	\$200/hr
Move license to a new workstation	\$500

13. Data Management Waiver

Client acknowledges that it has requested that Datamaster perform modifications and management of 9-1-1 related data such as, but not limited to, GIS features. The modifications will be based on specific guidance from Customer.

Client further acknowledges that the decision was made solely by Client for its own business purposes and that utilization of modified data implies and obligates Client to perform a review of affected data after completion.

Client, therefore, accepts all liability for the modification and management of data. Accordingly, Client hereby irrevocably releases and holds harmless Datamaster, and waives all present or future claims, damages, losses, expenses, liabilities, and causes of action arising from the modification and management of 9-1-1 data.

Client agrees to the terms of this document by submitting modification requests and utilizing the data as modified by Datamaster. Nothing in this Disclaimer warrants the actions conducted on the Customer's data nor does it guarantee any minimum level of throughput for requested changes.

14. Telephone numbers for Support

Help Desk: 913-231-5591