



Columbia 911 Communications District **Recording Services Agreement**



Aaron S. Ferrell

Public Safety Specialist

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May 24, 2022
Columbia 911 Communications District
St. Helens, Oregon

Mike,

Thank you for investing your valuable time in Equature, we are excited for the opportunity to partner with Columbia 911! We have created a Strategic Recording Plan to provide Columbia 911 with the highest level of recording capability moving forward for the next five years.

The Columbia 911 Recording Plan features:

- Brand New Recording Equipment
- Analog and VoIP Capture Engine
- Simple Expansion and RoIP Upgrade
- Unlimited Software Upgrades
- Hardware and Software Warranty
- 24/7/365 Phone, Remote and On-Site Support
- 24/7/365 Monitoring by the Manufacturer
- Self-Healing Software designed for Public Safety

This system is designed to meet the needs of Columbia 911 now and in the future, by offering the most cost effective and flexible options to integrate with P25 digital trunked radio systems. Thanks again, we look forward to working with Columbia 911!

Kind Regards,



Aaron S. Ferrell

Public Safety Specialist



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Columbia 911 Recording Solution

Equature NG9-1-1 Solution Highlights

- Mission Critical Recording System Installation
- Analog Radio and Phone Integration
- Redundant Power Supplies per Server
- RAID 1 Hard Drive Configuration
- USB-Attached RAID 1 Backup Storage Redundancy
- Network-Attached Storage Capability
- Unlimited Simultaneous User Access
- Unlimited Software Upgrades
- Guaranteed No End of Life
- 24/7/365 Manufacturer Monitoring
- 24/7/365 Manufacturer Direct Support
- 24/7/365 On-Site Support

Dispatch Improvement Applications and Modules

- Live Monitor of Calls in Progress
- Instant Recall of Radio and Phone Communications
- Scenario Reconstruction
- Reporting Package
- 100% Content Search
- Statistics Reporting



All Inclusive Agreement

This is a full-service agreement and includes recording hardware, implementation, full warranty and 24/7/365 support and monitoring throughout the duration of this agreement.

Never Worry About 'Sunset' Software

Equature will never 'Sunset' or discontinue supporting the solution. Columbia 911 will never have to worry about the recording solution becoming End of Life and requiring a large up front cost for a forklift upgrade.

Work Directly with the Manufacturer

Equature is the manufacturer and can directly fully back every piece of the solution. Third party resellers cannot control the product or customize the solution. This adds cost and complexity for dealing with any issues that may come up down the road.

Risk-Free, Guaranteed Satisfaction

In the event the Equature NG911 solution does not perform during the acceptance period to standard 911 functionality then the PSAP can terminate the agreement within 90 days' notice to correct the issue and receive a full refund.

**Customer Information**

Name: **Columbia 911 Communications Dist.**
Address: **58611 McNulty Way**
City/State/Zip: **St. Helens, Oregon 97051**
Attn: **Mike Fletcher**
Phone: **(503) 366-6971**
Email: **mfletcher@columbia911.com**

Equature Contact Information

Quote #: **AF-0522-12**
Date: **24-May-2022**
Contact: **Aaron Ferrell**
Phone: **(248) 359-8220**
Email: **aferrell@equature.com**
Fax: **(248) 569-6567**

Equature Annual Recording Agreement (Five-Years)

Item	Qty	Model #	Deliverable	Price
1	1	EQRECSRV	Equature Mission Critical Recording Server RAID 1, Network Interface Card, Windows Server OS	\$9,680.00/Year
	1	EQLDA24	24-Channel Analog Capture Card	INCLUDED
	24	EQTR001	Equature Device Licenses (Analog)	INCLUDED
	1	EQANI	ANI/ALI Datafeed Integration	INCLUDED
		Maintenance	Equature Maintenance 24x7x365 Support, Monitoring and Hardware/Software Warranty	INCLUDED
		APPDISC	Applicable Discounts (20% Total Cost) -Existing Partner -Hardware Upgrade Incentive	(\$1,936.00/Year)
Annual Dues ¹ :				\$7,744.00/Year
Professional Services ² :				\$2,000.00

Terms:

- 1) The pricing as outlined above is valid through **June 25, 2022**
- 2) Professional Services includes the shipping, configuration and complete installation of the solution.
- 3) Terms of the Premier Partner Program are outlined below.

Equature Recording Services Agreement

Customer Name: Columbia 911 Communications Dist. Contract Terms: Jul 1, 2022 – Jun 30, 2027

Customer Account Number: NEW Equipment: 2022 (Advanced Server w/Analog)

Address: 58611 McNulty Way, St. Helens, Oregon 97051

Contact Name: Mike Fletcher

The Equature Premier Partner Program provides a full Recording Solution Agreement along with full maintenance. The program is a maintenance program where CUSTOMER pays annually for 5 years at a locked in rate and receives full support, feature enhancements and software updates. Details are outlined in Exhibit A.

Equature (hereunder referred to as “PROVIDER”), upon acceptance of this Agreement by an authorized officer of its corporation, agrees to furnish to the above-designated entity, Columbia 911 Communications District, (hereinafter referred to as “CUSTOMER”) under the terms and conditions contained herein, maintenance and service on the listed equipment.

I. Terms of Agreement

This agreement between PROVIDER and CUSTOMER shall remain in force for an initial period of Five (5) years. The Maintenance Agreement shall be automatically renewed by CUSTOMER after the initial term in one-year increments. Details of the equipment serviced, and special terms are outlined in Exhibit A.

II. Maintenance Agreement Charge

- a) This Maintenance Agreement charge is payable annually in advance at the beginning of each term. The Agreement price shall remain fixed during the initial period (5 years) unless otherwise specified.
- b) Charges include unlimited calls, 24 X7, 4-hour response time, software updates, remote access, remote alerts, all parts and labor not excluded in section c or d.
- c) Charges do not include consumable, expendable, supply items, such as, CD disks, or External Archive Drives. The use of supplies other than those recommended by PROVIDER may cause adverse equipment performance. Maintenance required to correct inadequate performance or equipment malfunctions caused by inferior supplies shall be charged to the CUSTOMER at the current hourly maintenance rates.
- d) Charges do not include labor costs, installation charges, or equipment costs associated with system upgrades or changes to the PROVIDER configured system recommended or mandated by either party. Changes to the PROVIDER configured systems made by the CUSTOMER or third parties not authorized causing malfunction will be fixed by PROVIDER on a time and material basis.

- e) The PROVIDER is not responsible for data loss due to corruption, user error, computer error, computer failure, provider error, and power surges. The PROVIDER can recover data at a cost to the CUSTOMER.
- f) The PROVIDER is not responsible for Microsoft Windows hot fixes, updates, and service packs. The PROVIDER is not responsible for anti-virus, anti-malware, and anti-spyware software. If the CUSTOMER encounters a virus the PROVIDER may assist at a cost and at the PROVIDERS discretion.
- g) All invoices are due and payable upon receipt. Equature owns the equipment until year 5 payment is received.

III. Maintenance of Equipment

- a) PROVIDER shall provide service on equipment covered by Maintenance Agreement 24 hours per day, seven days per week with a one-hour response time.
- b) Upon notification of an equipment malfunction from the CUSTOMER, PROVIDER will assign a service technician to make necessary repairs. The customer shall permit the service technician free access to the equipment while making the repair, including relevant password for normal system use.
- c) Maintenance required due to fault of negligence of the CUSTOMER shall be charged at the current hourly rates.
- d) Preventative maintenance shall be performed on a scheduled basis according to data processing volume.

IV. Excusable Delays / Force Majeure

PROVIDER shall not be liable or deemed in default for any delay or failure in performance under this Agreement or interruption of service resulting directly from acts of God, acts of government, war or national emergence, accident, fires, riots, strikes, labor disputes, action or inaction where action is required by the CUSTOMER, damage to or delay of equipment in route, or for any indirect or consequential damage for any delay or failure or performance under this Agreement.

V. Default

In the event CUSTOMER fails to make the maintenance payment as herein provided or fails to observe or perform any term or conditions hereof, and such default shall continue for a period of twenty (20) days after PROVIDER shall have given written notice thereof, then PROVIDER may, at its option, and in addition and without prejudice to any other remedies, declare the entire amount of unpaid charges immediately due and payable, and/or terminate this Agreement.

VI. Transfer of Maintenance Service

If CUSTOMER relocates the equipment from the site shown herein, it shall be at the sole option of the PROVIDER to continue to provide maintenance under this Agreement, and this may result in additional cost to CUSTOMER. CUSTOMER should arrange for continuing maintenance with PROVIDER prior to relocation of equipment.

VII. Assignment

This Agreement may not be assigned, transferred, sublet, or pledged by the CUSTOMER without prior written consent of an authorized officer of the PROVIDER Corporation. However, this agreement may be assigned to an entity controlling, controlled by, or under common control with customer or any successor by merger.

VIII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon exclusive of its conflicts of law provisions.

IX. Survival of Obligations

All obligations accrued but unfulfilled prior to expiration or termination of this Agreement shall survive.

X. Entire Agreement

This document and the documents incorporated herein constitute the entire Agreement between the CUSTOMER and PROVIDER. This Agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to PROVIDER service.

Customer Name: Columbia 911 Communications District

Printed Name: _____

Signature: _____

Date: _____

EQUATURE

18311 W. 10 Mile Road
Southfield, MI 48075
866.377.2677

