



Administrative Policy Board
Monday, May 13, 2019 10:00 AM
City of Wyoming, 1st Floor West Conference Room
Agenda

- 1. Call to Order & Welcome Chief Mike May representing the City of Grandville**
- 2. Public Comment**
- 3. Approval of the Agenda**
- 4. Approval of Minutes of February 25, 2019**
- 5. Financial Report / Report of Vouchers** (Attached FY 2018 Report and FY 2019YTD)
 - A. *Motion to Accept the Financial Report and Authorize Expenditures and Disbursements as Attached*
- 6. Old Business:**
 - A. 800 MHz Project Update: Rich Nita, Motorola Project Manager
 - B. Technical Consultant Update: Dominick Arcuri, Televate
 - C. 800MHz Unanticipated Expense Updated Memo
- 7. New Business:**
 - A. MMRMA Insurance Approval: Motion to Approve/Bind MMRMA Insurance coverage for 2019/2020 and authorize payments not to exceed \$131,754 of which \$121,658 is to be paid from Fund #991- fire/800mhz and \$7,114.00 is to be paid from Fund #994-General Fund. Funding is included in the 2019 budget.
 - B. Approve Annual Maintenance Agreement with Word Systems/NICE for the Recorder. Funding is included in the 2019 budget.
- 8. TAC Reports – (Chadwick, Brown, Groesser)**
 - A. 800mhz Radio Project Update
 - B. Motorola CAD P1 Phase II status
 - C. PFN Update
- 9. Other:**
- 10. Miscellaneous – For the Good of the Order**

Next Meeting Date: June 24, 2019
- 11. Adjournment**



Administrative Policy Board
Monday, February 25, 2018 - 10:00 AM
City of Wyoming, 1st Floor West Conference Room
Meeting Notes

1. Call to Order and Roll Call by Chairman Holt at 10:01 a.m.

<i>Name</i>	<i>Represents</i>	<i>Present</i>	<i>Absent</i>
Curtis Holt	Wyoming		X
John Lehman	Grand Rapids FD	X	
Mike DeVries	Grand Rapids Township	X	
Mark Herald	EGR PS - Participating Agency	X	
Roger Morgan	Kent Co. Board	X	
Dave Kiddle	Grand Rapids PD	X	
Carol Pettijohn	City of Grandville	X	
Mark Meijer	Kent County EMS	X	
Greg Long	City of Walker	X	
Chris McIntire	MSP	X	
Jeff Drake	Solon Township FD		X
Dave Jones	Rockford	X	
Michelle Lajoie-Young	Kent County Sherriff	X	

Guests: Scott Brown, KCSO Captain
 Peter McWatters, GRPD Captain
 Karen Chadwick, GRPD Communications Center
 Matt Groesser, KCSO Communications Center
 Lance Corey, KCEMS
 Deputy Chief Roberts, Kentwood PD
 John Ramsey, Motorola
 Rich Uslan, Motorola
 Rich Nita, Motorola (via phone due to inclement weather)
 Dom Arcuri, Televate, KCDA Technical Project Manager
 Jen DeHaan, Kent County Dispatch Authority

2. Public Comment – None

3. Approval of the Agenda

A **MOTION** was made by Pettijohn supported by Kiddle to approve the agenda for the meeting. The **MOTION** passed unanimously.

4. Approval of Meeting Notes of January 28, 2019: The minutes were approved as presented.

5. Financial Report and Vouchers of Bills payable and Due:

A **MOTION** was made by Kiddle supported by Pettijohn to accept the Finance report and authorize

expenditures and disbursements as attached in the agenda packet.

DeHaan noted that the financials for 2018 were almost completed and that this authorized the final payments to Kent County and Grand Rapids for the call-taking and fire dispatch services. DeHaan noted that the final dollar amounts were slightly different than originally presented due to two decimal places in the call-split counts. The change was approximately \$6,000 but did not exceed the \$2,750,000 for call taking and the \$2,000,000 for fire dispatch services; it simply swapped the \$6,000 from one entity to another due to the calculation being included based upon the final call count data that was distributed at the last meeting by Grand Rapids.

The **MOTION** passed unanimously.

6. Old Business: None.

7. New Business:

- A. Motorola 800mhz Radio Project:** Rich Nita of Motorola provided an update on the status of the 800mhz radio project. Nita stated that as of December 28, 2018 all site approvals had been obtained and that the project was transitioning from site acquisition to site development. Nita stated that in addition to acquisition the project had been moving forward where possible including the construction of the Honor Camp Tower, installation of equipment in shelters, and the completion of the mini-Detailed Design Plan (DDP) for the Kent County Sheriff's Dispatch Operation, early vehicle deployment; these are just a few examples.

Nita noted that there are a number of moving parts in this project and one of those is the Nokia Microwave path studies which had previously been done "on-paper." With the completion of the site acquisition Nokia had ben onsite this month and was completing the path studies that will formalize the technology/equipment needed at each of the sites. This is a significant step in the process as once completed it will enable the ordering of towers, antenna, microwave dishes, etc. In addition, Motorola would be presenting the complete DDP to the MPSCS which is required to approve the system design.

In addition, Nita also reviewed the timeline for the project and noted that the site acquisition process did delay the project progress and that they are working to expedite the project where possible. Nita stated that he has presented a realistic timeline that states cutover will be in February 2020 with Final Acceptance in May 2020. DeHaan noted that the desire of the Technical Advisory to complete the testing is in the fall with full foliage and that this timeline does not currently achieve that, which could further push back the timeline. DeHaan stated that Televate is working to identify opportunities to expedite the timeline but certain things such as shelter orders and delivery are challenging. Dom Arcuri will discuss this during his presentation next as well as the Geo Prime discussion.

A copy of the Motorola Update Presentation is on file with the KCDA.

- B. Televate Project Update:** Dom Arcuri of Televate, who is serving as the Technical Project Manager for the KCDA, provided information related to several issues that have currently been under review by the Authority.

Arcuri stated that he would provide a recap of the GeoPrime discussion and the value of the prime site redundancy to the project. He provided a number of scenarios that are included in the presentation which is on file with the KCDA.

Arcuri noted that the GeoPrime provides enhanced redundancy to the system. Matt Groesser stated that the wind events of yesterday challenged their existing system by causing the current towers and dishes to sway due to the winds therefore creating fluctuating connectivity in the radio system. In this case, the new system will reroute a microwave path that was not connecting to another path and provide redundancy because all of the sites are connected twice to the system through the microwave loop. But, in the event that the Prime Site went down, the entire system in the county would be inoperable and users would have to rely on coverage from sites in neighboring counties or a backup conventional system. Sheriff Young noted that if the Prime Site goes down in inclement weather and due to ice or other instances the system cannot be repaired, the system could be down for weeks, if not a month. Groesser stated, that while there would still be some coverage the PSAPS would ultimately rely on their back-up conventional radio systems, which don't provide the full functionality or technical capability of the 800mhz system.

A discussion ensued regarding how often the State has experienced failure in one of the Prime sites. While there was no data available, it was noted that information had been shared by MPSCS that there were no outages due to the recent wind-event and that anecdotally a Master site had failed once in the last 10-years.

Roger Morgan clarified that there is redundancy in the system, just not to the same level of service if the 800mhz system were to be fully functional.

Chief Lehman asked, what would take-out a Prime Site? John Ramsey of Motorola indicated it would have to be a tornado or some other deliberate act of vandalism that would render the Prime Site down. A discussion ensued about the location of the Prime Site and information was requested regarding the wind-threshold for the new system/equipment/towers.

Arcuri also reviewed the Redundant Router Option which would be a partial step to creating the enhanced redundancy of the GeoPrime system. He stated that this would reduce a single point of failure at each site and that this functionality is also part of the GeoPrime solution. Therefore, it would get the Authority partially down the road to full GeoPrime redundancy. Motorola indicated that the estimated cost was approximately \$185,000 for this equipment, installation, and services. The original full quote for GeoPrime was approximately \$500,000 if it was completed now or that cost would increase due to additional work having to be completed (due to a second visit to each site to add the additional equipment). Several members of the Board sought clarification if that \$200,000 would come off the cost of the \$500,000 if it was done now or if that number would be higher. Rich Uslan noted that they would need to look at the system design and would get back with that information.

Arcuri reviewed a matrix of each of the options including "The Edge Solution" which does not provide the level of redundancy desired but provides back-up consoles. For KCDA they have consolettes that will support this functionality.

Arcuri also provided a brief update regarding the timeline and that for the project to have testing completed in the Fall 2019, the equipment would all need to be installed by June 2019; which

would be a monumental task, but they are continuing to work with Motorola to see how this can be possible.

8. TAC Reports – (Chadwick, Brown, Groesser)

- A. 800mhz Radio Project Update – Captain Brown stated that there was no additional update.
- B. Motorola CAD P1 Phase – Matt Groesser stated that there are working towards an April 22nd go-live date on the system update and are waiting on some updates from Motorola.
- C. PFN: Chadwick stated that was no new update to share.

9. Other:

- A. Finance Committee Notes were included with the agenda packet.
- B. Extend Contract Term for Interim - Executive Director: Mike DeVries noted that the Finance Committee is recommending extension of the contract through 12/31/2020 with Ms. DeHaan. A **MOTION** was made by DeVries supported by Morgan to extend the contract through 12/31/2020 and authorize the Board Chair to sign the Agreement. The **MOTION** passed unanimously.
- C. Sheriff Lajoye-Young stated that there continues to be discussion regarding radio encryption and that this is something that the Chiefs would like the Authority to discuss as a policy decision. This will be referred the KCDA Executive Committee for discussion.

10. Adjournment: The meeting adjourned at 11:46am.

4/2/2019		Amended	Current Month	YTD	Budget - YTD	% Used/
Account	Account Description	Budget	Transactions	Transactions	Transactions	Rec'd
Fund 991 - Fire Dispatch/800mhz Special Fund						
REVENUE						
584	Kent County 911					
584.010	Kent County 911 Surcharge Revenue rate .70	4,300,000.00	1,798,984.42	4,256,130.59	43,869.41	99
584.011	Kent County 911 Contributed Revenue (Bond Reimb)	6,833,264.00	.00	6,833,264.00	.00	100
584.012	Kent County 911 Kent County Bond Reduction	(2,035,125.00)	(1,022,350.64)	(2,042,063.14)	6,938.14	100
584 - Kent County 911 Totals		\$9,098,139.00	\$776,633.78	\$9,047,331.45	\$50,807.55	99
699	Transfer					
699.994	Transfer from KCDA	206,971.00	.00	206,971.00	.00	100
699 - Transfer Totals		\$206,971.00	\$0.00	\$206,971.00	\$0.00	100%
REVENUE TOTALS		\$9,305,110.00	\$728,826.01	\$9,254,302.45	\$50,807.55	98%
EXPENSE						
Department 325 - Dispatch						
Activity 32500 - Communications/Dispatch						
801.000	Professional Services Professional Services	50,000.00	17950.15	55,650.36	(5,650.36)	111
910.200	Insurance Special Purpose	106,500.00	0	100,081.68	6,418.32	94
920.110	Public Utilities Electric	.00	125.53	125.53	(125.53)	+++
984.920	Capital Outlay Motorola	6,833,264.00	0	6,833,264.00	.00	100
Activity 32500 - Communications/Dispatch Totals		\$6,989,764.00	\$ 18,075.68	\$6,989,121.57	\$642.43	100%
956.021	Other Services Fire Dispatch - GR	1,000,000.00	948000	948,000.00	52,000.00	95
956.021	Other Services Fire Dispatch -KC	1,000,000.00	1052000	1,052,000.00	(52,000.00)	105
EXPENSE TOTALS		\$8,989,764.00	\$ 2,018,075.68	\$8,989,121.57	\$642.43	78%
Fund 991 - Fire Dispatch/800mhz Special Fun Totals						
REVENUE TOTALS		9,305,110.00	776,633.78	9,254,302.45	50,807.55	99
EXPENSE TOTALS		8,989,764.00	2,018,075.68	8,989,121.57	642.43	100
Fund 991 - Fire Dispatch/800mhz Special Fund Totals		\$315,346.00	\$719,174.64	\$265,180.88	\$50,165.12	

Kent County Dispatch Authority

Budget Performance Report

Date Range 01/01/18 - 12/31/18

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
REVENUE						
	545 - State 911 Surcharge Totals	\$1,020,000.00	\$290,876.00	\$1,130,896.00	(\$110,896.00)	111%
	584 - Kent County 911 Totals	\$3,164,335.00	\$1,156,489.98	\$2,736,083.94	\$428,251.06	86%
664	Interest on Investments					
	664 - Interest on Investments Totals	\$60,000.00	\$38,443.97	\$93,196.63	(\$33,196.63)	155%
	688 - Miscellaneous Income Totals	\$3,500.00	\$0.00	\$6,744.00	(\$3,244.00)	193%
	REVENUE TOTALS	\$4,247,835.00	\$1,485,809.95	\$3,966,920.57	\$280,914.43	93%
EXPENSE						
Department	325 - Dispatch					
Activity	32500 - Communications/Dispatch					
	706 - Salaries Totals	\$40,000.00	\$5,640.00	\$38,980.00	\$1,020.00	97%
	715 - F.I.C.A. Totals	\$3,000.00	\$431.46	\$2,981.97	\$18.03	99%
	719 - Workers Comp. Insurance Totals	\$305.00	\$0.00	\$305.00	\$0.00	100%
	722 - Unemployment Totals	\$1,500.00	\$98.34	\$488.64	\$1,011.36	33%
	727 - Office Supplies Totals	\$250.00	\$216.38	\$505.76	(\$255.76)	202%
	740 - Operating Supplies Totals	\$50.00	\$0.00	\$0.00	\$50.00	0%
801	Professional Services					
801.000	Professional Services Professional Services	15,000.00	.00	.00	15,000.00	0
801.005	Professional Services Accounting/Auditing Services	28,000.00	263.42	26,347.81	1,652.19	94
801.009	Professional Services Marketing/Web Site	20,000.00	.00	11,086.13	8,913.87	55
801.021	Professional Services Legal Special Counsel	25,000.00	1,740.00	16,783.00	8,217.00	67
	801 - Professional Services Totals	\$88,000.00	\$2,003.42	\$54,216.94	\$33,783.06	61%
	806 - Software Services Totals	\$420.00	\$0.00	\$419.00	\$1.00	100
	807 - Geographic & IT Information Services Totals	\$15,000.00	\$547.50	\$1,597.62	\$13,402.38	11
	810 - Contract Labor Totals	\$28,725.00	\$0.00	\$7,117.78	\$21,607.22	25%
860	Travel and Training					
	860 - Travel and Training Totals	\$1,400.00	\$0.00	\$210.96	\$1,189.04	15%
	900 - Printing & Advertising Totals	\$200.00	\$0.00	\$0.00	\$200.00	0%
	910 - Insurance Totals	\$23,000.00	\$0.00	\$1,627.40	\$21,372.60	7%
920	Public Utilities Totals	\$13,100.00	\$0.00	\$0.00	\$13,100.00	0%
930	Repairs & Maint.	\$486,534.00	\$0.00	\$392,088.78	\$94,445.22	76%
940	Rentals	\$8,000.00	\$0.00	\$0.00	\$8,000.00	0%
956	Other Services	\$2,550.00	\$0.00	\$2,512.35	\$37.65	99%
973	Capital Outlay System	\$5,196.00	\$0.00	\$5,196.00	\$0.00	100%
984	Capital Outlay - Equip.	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0%
999	Transfers					
999.991	Transfers KCDA Fund 991 - Fire Dispatch PY	206,971.00	.00	206,971.00	.00	100
999.993	Transfers KCDA Fund 993 - Annual Capital Savings	595,650.00	.00	595,650.00	.00	100
	999 - Transfers Totals	\$802,621.00	\$0.00	\$802,621.00	\$0.00	100%
Activity	32510 - Grand Rapids					
	860 - Travel and Training Totals	\$8,000.00	\$308.00	\$6,265.78	\$1,734.22	78%
956.520	Other Services Grand Rapids Call Taking Distribution	1,350,000.00	1,456,583.33	1,456,583.33	(106,583.11)	108
Activity	32510 - Grand Rapids Totals	\$1,358,000.00	\$1,456,891.33	\$1,462,849.11	(\$104,849.11)	108
Activity	32520 - Kent County					

860 - Travel and Training Totals	\$8,000.00	\$141.94	\$4,881.75	\$3,118.25	61%
Other Services Kent County Call Taking Distribution	\$1,358,000.00	\$1,293,416.67	\$1,293,416.67	\$59,701.58	96
EXPENSE TOTALS	\$4,236,851.00	\$2,759,387.04	\$4,094,706.37	\$142,144.63	96
Fund 994 - Kent County Dispatch Authority Totals					
REVENUE TOTALS	4,247,835.00	1,485,809.95	3,966,920.57	280,914.43	93
EXPENSE TOTALS	4,236,851.00	2,759,387.04	4,094,706.37	142,144.63	96
Fund 994 - Kent County Dispatch Authority Totals	\$10,984.00	(\$1,273,577.09)	(\$127,785.80)	\$138,769.80	

3/21/2019

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd
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Fund 991 - Fire Dispatch/800mhz

REVENUE

584	Kent County 911					
584.010	Kent County 911 Surcharge Revenue rate .70	4,300,000.00	.00	25,824.94	4,274,175.06	1%
584.011	Kent County 911 Contributed Revenue (Bond Reimb)	3,416,632.00	.00	.00	3,416,632.00	0%
584.012	Kent County 911 Kent County Bond Reduction	(2,035,125.00)	.00	.00	(2,035,125.00)	0%
584 - Kent County 911 Totals		\$5,681,507.00	\$0.00	\$25,824.94	\$5,655,682.06	0%

699 Transfer

699.994	Transfer from KCDA	.00	.00	.00	.00	0%
699 - Transfer Totals		\$0.00	\$0.00	\$0.00	\$0.00	0%

REVENUE TOTALS	\$5,681,507.00	\$0.00	\$0.00	\$5,655,682.06	0%
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EXPENSE

Department **325 - Dispatch**

Activity **32500 - Communications/Dispatch**

801.000	Professional Services Professional Services	100,000.00	.00	25,497.59	74,502.41	25%
910.200	Insurance Special Purpose	120,000.00	.00	.00	120,000.00	0%
920.110	Public Utilities Electric	10,000.00	.00	1,315.01	8,684.99	13%
920.12	Public Utilities Fiber Cables	10,000.00	.00	.00	10,000.00	0%
920.110	Public Utilities Propane - NG	10,000.00	.00	.00	10,000.00	0%
940.4	Rentals Tower Lease	100.00	.00	.00	100.00	0%
984.920	Capital Outlay Motorola	3,416,632.00	.00	.00	3,416,632.00	0%
Activity 32500 - Communications/Dispatch Totals		\$3,666,732.00	\$0.00	\$26,812.60	\$3,639,919.40	1%

956.021	Other Services Fire Dispatch - GR	1,000,000.00	.00	.00	1,000,000.00	0%
956.021	Other Services Fire Dispatch -KC	1,000,000.00	.00	.00	1,000,000.00	0%

EXPENSE TOTALS	\$5,666,732.00	\$0.00	\$26,812.60	\$5,639,919.40	0%
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Fund **991 - Fire Dispatch/800mhz Special Fun Totals**

REVENUE TOTALS	5,681,507.00	.00	25,824.94	5,655,682.06	0%
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EXPENSE TOTALS	5,666,732.00	.00	26,812.60	5,639,919.40	0%
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Fund 991 - Fire Dispatch/800mhz Special Fund Totals	\$14,775.00	\$0.00	(\$987.66)	\$15,762.66	
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Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd
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Fund 994 - Kent County Dispatch Authority - General Fund

REVENUE

545 - State 911 Surcharge Totals	\$990,000.00	\$0.00	\$0.00	\$990,000.00	0%
584 - Kent County 911 Totals	\$3,074,000.00	\$0.00	\$16,601.76	\$3,057,398.24	1%
664 Interest on Investments					
664 - Interest on Investments Totals	\$35,000.00	\$0.00	\$51,482.32	(\$16,482.32)	147%
688 - Miscellaneous Income Totals	\$9,126.00	\$0.00	\$209.51	\$8,916.49	2%
REVENUE TOTALS	\$4,108,126.00	\$0.00	\$68,293.59	\$4,091,321.15	0%

EXPENSE

Department **325 - Dispatch**

Activity **32500 - Communications/Dispatch**

706 - Salaries Totals	\$75,000.00	\$0.00	\$8,620.00	\$66,380.00	11%
715 - F.I.C.A. Totals	\$5,250.00	\$0.00	\$659.43	\$4,590.57	13%
719 - Workers Comp. Insurance Totals	\$350.00	\$0.00	\$298.00	\$52.00	85%
722 - Unemployment Totals	\$450.00	\$0.00	\$291.28	\$158.72	65%
727 - Office Supplies Totals	\$250.00	\$0.00	\$0.00	\$250.00	0%
740 - Operating Supplies Totals	\$50.00	\$0.00	\$0.00	\$50.00	0%

801 Professional Services

801.000 Professional Services Professional Services	15,000.00	.00	.00	15,000.00	0
801.005 Professional Services Accounting/Auditing Services	28,000.00	.00	18,295.68	9,704.32	65%
801.009 Professional Services Marketing/Web Site	20,000.00	.00	2,887.00	17,113.00	14%
801.021 Professional Services Legal Special Counsel	25,000.00	.00	3,340.00	21,660.00	13%
801 - Professional Services Totals	\$88,000.00	\$0.00	\$24,522.68	63,477.32	28%
806 - Software Services Totals	\$0.00	\$0.00	\$0.00	\$0.00	0%

807 - Geographic & IT Information Services Totals \$10,000.00 \$0.00 \$69.76 \$9,930.24 1%

900 - Printing & Advertising Totals \$200.00 \$0.00 \$0.00 \$200.00 0%

910 - Insurance Totals \$40,100.00 \$0.00 \$0.00 \$40,100.00 0%

920 Public Utilities Totals \$0.00 \$0.00 \$0.00 \$0.00 0%

930 Repairs & Maint. \$521,976.00 \$0.00 \$338,597.26 \$183,378.74 0%

940 Rentals \$0.00 \$0.00 \$0.00 \$0.00 0%

956 Other Services \$1,500.00 \$0.00 \$0.00 \$1,500.00 298%

973 Capital Outlay System \$5,000.00 \$0.00 \$0.00 \$5,000.00 0%

984 Capital Outlay - Equip. \$1,000.00 \$0.00 \$0.00 \$1,000.00 0%

999 Transfers \$ 600,000.00 0 0 \$600,000.00

Activity **32510 - Grand Rapids**

956 Other Services: CALEA 9000 0 4470 4530 50%

956.520 Grand Rapids Call Taking Distribution 1,375,000.00 .00 .00 1,375,000.00 0

Activity **32510 - Grand Rapids** Totals \$1,384,000.00 \$0.00 \$4,530.00 \$1,379,530.00 0%

Activity **32520 - Kent County**

Kent County Call Taking Distribution \$1,375,000.00 \$0.00 \$0.00 \$1,375,000.00 0%

EXPENSE TOTALS \$1,375,000.00 \$0.00 \$377,528.41 \$1,375,000.00 0%

Fund **994 - Kent County Dispatch Authority** Totals

REVENUE TOTALS 4,108,126.00 .00 68,293.59 4,039,832.41 0%

EXPENSE TOTALS 4,108,126.00 .00 377,528.41 3,730,597.59 0%

Fund **994 - Kent County Dispatch Authority** Totals \$0.00 \$0.00 (\$309,234.82) \$309,234.82



To: KCDA Administrative Policy Board
 From: Jen DeHaan, KCDA
 RE: Unanticipated Expenses Updated List

Date: May 8, 2019

As the 800MHz radio project has progressed there have been a number of items that have been brought up that have the potential costs associated with them. These costs and items are a moving target as the project unfolds. The intent of this memo and future updates is to provide you with an on-going list for review and discussion, as necessary.

Since the last list that was prepared that are couple of items to highlight:

- Karen Chadwick was able to request and secure a \$40,000 grant from Region 6 Emergency Management to fund the fiber remediation at GRPD and KCSO.
- In order configure the recording system for the new 800MHz system there will be configuration costs that are currently estimated to be \$2,880.
- Radio Programming Fees are currently being reviewed. This fee is assessed by MPSCS for programming.

The following items are potential costs that have been identified which would have to be considered and approved by the KCDA Board. They were identified as potential costs by Motorola, TeleRad, Televate and the Technical Advisory Committee. Not all items would be recommended to be paid by KCDA as they are agency specific costs and preferences do not have a direct operational impact on radio communications.

Description	Estimated Cost
1 Shelter Location – Moore Park	\$ 100,000
2 Shelter Location – Kent County Sheriff’s Office	\$ 100,000
3 Head-Set Cabeling – Approved 50/50 cost split	\$ 36,000
4 Custom Equipment - Face Mount Plates	\$ 32,000
5 Belknap Remediation	\$ 46,018
6 Fiber Upgrade – KCSO & GRPD (to be covered by Region 6 Grant) - \$40,000	\$ -
7 Step-up Transformer KCSO	\$ 7,500
8 Single/Dual Radios for Agencies (order conflict)	unknown
9 Redundant Routers	\$ 188,000
10 Low Profile Antenna's - Custom Equipment	\$42 each
11 Water Resistent Speakers - Custom Equipment	\$76 each
12 Radio Conversion For Specialized Vehicles (ATV's, etc)	\$350 each
13 Bi-Directional Amplifiers	unknown
14 Radio Back-Up System – KCSO	unknown
15 Additional Microwave Link (s)	unknown
16 Recorder Upgrade for Logger Paths - NICE	\$ 2,880
17 Radio Programming Fees	\$250/device est.
Total of Potential identifiable Costs If Approved	\$515,000 +

As always, should you have any questions, please let me know.



To: KCDA Administrative Policy Board

From: Jen DeHaan, KCDA

RE: MMRMA Insurance Renewal

Date: May 8, 2019

As adopted, the 2019 budget included funding for insurance to be obtained through MMRMA.

This is an annual cost that has been paid by the Authority for insurance for the Board as well as for the various Authority owned equipment.

Public Officials Liability		\$3,680
All Other Liability		\$3,434
Property		\$124,640
MHz Expansion Project Stored Equipment	\$121,658	
Total Contribution		\$131,754

Requested Action: *Motion to approve agreement with MMRMA to provide insurance at a cost not-to-exceed \$131,754 and to authorize the payment of \$121,658 from Fund #991 (800mhz) and \$7,114 from Fund #994 (General Fund).*



To: KCDA Administrative Policy Board

From: Jen DeHaan, KCDA

RE: Recorder Maintenance Agreement

Date: May 8, 2019

As part of the costs paid for by the Authority, the Authority has funded the annual maintenance agreement for the 911 Recorder.

To assist in streamlining the accounting process, the proposed Agreement is for 18-months and covers the time period of July 1, 2019 to December 31, 2020, with payments split between the fiscal years.

The total agreement amount is \$32,175.00 of which \$10,725 will be paid in 2019 and \$21,450 will be included in the 2020 budget. Funding is included within the 2019 budget.

Requested Action: *Motion to approve an 18-month Maintenance Agreement with Word Systems at a cost not-to-exceed \$32,175 and to authorize payment of \$10,725 in 2019.*



Technical Services Agreement

This is an agreement (hereafter referred to as the "Agreement") between Word Systems, Inc. (hereafter referred to as "WSI") and the Customer Kent County Dispatch Authority (Grand Rapids PD and Kent County S.O.) (hereafter referred to as "Customer").

This Agreement is for the items listed on the WSI "Sales Invoice" referenced herein, or the list of attached SN's provided on Attachment A (hereinafter such items collectively referred to as the "Equipment" and "Software" or the "System") and covers the service, support, training, periodic software

Table with 2 columns: Field (Start Date, Initial Term of Agreement, Amount due for Initial Term, Annual Amount Due) and Value (July 1st 2019, 18 months, \$32,175, \$10,725 for 2019, \$21,450 for 2020)

upgrades, parts, and labor for the System during the entire Term of this Agreement.

No refunds shall be given if Customer cancels or terminates this Agreement during the Term. This Agreement shall automatically renew for a one year Term after each prior Term unless either party provides the other party with written notice at least 90 days prior to the end of the current Term.

The rates herein may be increased upon renewal of the Term and as otherwise set forth in this Agreement considering factors that include, but are not limited to, inflation, fuel costs, availability of parts, software, history of support calls and parts used during previous Term.

ARTICLE I
TECHNICAL SERVICES

A. SERVICES WSI will provide to Customer support as follows:

- 1) Support for Software and Equipment purchased hereunder. WSI may provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
2) Repairs will be performed and replacement parts will be furnished, if available, at no charge. The returned defective and/or worn parts WSI replaces become the property of WSI.
3) Installation of Equipment, or any Software revisions to basic Equipment, that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the Equipment running.
4) Training will be performed remotely between 8 am and 5 pm, Monday through Friday, EST, excluding holidays, unless other arrangements have been agreed upon in writing prior to the Start Date.

- 5) Annual health check will be performed within 90 days of customer request. All Systems covered under the Agreement will be audited for proper hardware and software functionality and reviewed for applicable updates. Critical system files will be backed up, and site documents updated. Audit will be performed remotely unless onsite is required, as determined by WSI.
6) Technical consultation to support design of expansion and upgrade planning.
7) Services are to be performed Monday - Friday 8AM - 5PM EST, unless the service is deemed to be for a 'down' system or a high severity call that greatly effects the site.
8) In the event of replacement parts or equipment during the course of this agreement, the new items will have a 90 day warranty, or will be covered for the duration of the TSA agreement, whichever is longer in duration.
9) Access to available knowledge resources i.e., technical documents, bulletins, webinars, user guides and User Group contact information.

B. ADDITIONAL CHARGES Additional Charges, if any, will be assessed per this Agreement as shown below:

- 1) WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment (30 days prior approval required). WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of the WSI supplied computer system. WSI will charge for installation of any system expansions. The Customer agrees not to load any software on the WSI supplied computer without the prior written permission from WSI. WSI will charge for any installation of system expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
2) Additional onsite training, beyond initial training provided with purchase, will be invoiced at WSI standard hourly rate.
3) WSI will charge for any parts or equipment that must be replaced due to cause other than normal wear and tear. Damages caused by accident, abuse, operator errors, etc. are chargeable.
4) New additional equipment or software purchases will result in adjustment of technical services agreement charges. Customer will be invoiced for support premiums related to such additions. The invoice will be pro-rated to coincide with the remaining Term of this Agreement
5) WSI shall not have any obligations with respect to problems due to any modification of the Equipment or Software by anyone other than WSI, the improper combination of Equipment or Software with other products not provided by WSI, or the use of the Software or Equipment in an unreasonable manner. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.
6) WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturers' recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.

- 7) WSI shall use commercially reasonable efforts to provide the agreed upon technical services. If an identical part or Equipment is not commercially reasonably available when there is a need for replacement, then WSI may use a compatible, alternate part or equipment. However, should WSI determine that a part or certain equipment of Customer is not commercially reasonably available for repair or replacement of an identical or compatible, alternate part or equipment, due to its age, technology advances in conjunction with Customer's other equipment, services, or compatibility with Customer's systems, then Customer shall be required to purchase a replacement part or equipment in order for WSI to complete the technical services pursuant to this Agreement.

C. EXCLUSIONS WSI does not provide:

- 1) Electrical work, cabling, drilling or carpentry;
- 2) Technical support of equipment not provided by WSI;
- 3) Loaner equipment. Consult account manager for spare/redundant systems;
- 4) Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required in connection with a manufacturer's major software upgrade;
- 5) Support in resolving network, workstation, database, environmental or other errors not directly related to the Software and Equipment listed in this Agreement;
- 6) Technical support of systems that have non-standard configurations that have not been certified by 3rd party providers are specifically excluded from the Agreement unless otherwise agreed in writing by WSI and included in this Agreement;
- 7) Any hardware, software or systems supplied to the Customer by a third party, unless specifically included in this Agreement.
- 8) Parts are covered for any system with an installation date of less than 5 years. After 5 years, the system is considered at an age for replacement and parts are no longer covered under this agreement.
- 9) Management of anti-virus or other security applications (see WSI for approved 3rd party applications).

Warranty Exclusion: WSI is providing technical services in lieu of any warranties from manufacturer. To the fullest extent permitted by law, the services herein and the Software and Equipment are provided on an "as is" basis. WSI does not warrant that the Equipment and Software will operate uninterrupted or error free or that all defects will be corrected or that they will meet customer's requirements or will operate in combinations with other equipment, software, or data not provided by WSI. **WSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, EQUIPMENT, AND SYSTEM. WSI DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORTS, NON-INFRINGEMENT OR WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. In lieu of such warranties, WSI shall provide all of the services stated herein throughout the term.**

ARTICLE II

GENERAL TERMS AND CONDITIONS

A. WSI RESERVES the right to modify or delete any term or condition of this Agreement by giving a 30-day prior notice to Customer, in which case Customer may terminate this Agreement by giving WSI written notice of its intent to terminate within 30 days of its receipt of notice from WSI regarding the change, in which case WSI will provide a pro-rata refund of pre-paid Technical Services Fees for the remainder of the Term.

B. LIABILITY DISCLAIMERS WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, hurricanes, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to insure the Equipment, Software, and System and to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by any of the foregoing exclusions shall be invoiced at the currently published time and materials rates.

To the fullest extent permitted by law:

- 1) WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this Agreement or the goods and services provided, even if advised in advance of the possibility.
- 2) Except with respect to damages caused by WSI's willful misconduct, WSI's liability (including attorneys' fees) to customer or any third party arising out of or related to this Agreement and the goods and services provided shall, for any and all causes and claims, regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed the price paid by Customer for the particular goods or services involved prior to such claim's accrual under which such damages arose.

C. CUSTOMER RESPONSIBILITY It is the responsibility of the Customer to have trained personnel operating the Equipment who have basic PC knowledge. Additional training is available from WSI for an additional charge as new people are hired to run the Equipment. The Customer shall make the Equipment available to the service department representative as soon as a representative arrives on-site and agrees to allow the WSI technical services representative access to the Equipment, immediately upon arrival. Any delays will be charged for at our regularly published service rates. Access will be given to him/her for as long as it takes to repair and adequately test the Equipment.

D. FORCE MAJEURE If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of inclement weather, strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this section shall at no time operate to excuse Customer from any obligations for payment when due, and all amounts shall be paid by Customer to WSI when due.

E. GOVERNING LAW; VENUE This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a federal or state court located in Marion County, Indiana. Each party expressly agrees that Marion County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue

rules or laws which may be applicable. The parties hereby submit to the exclusive jurisdiction of the Indiana courts.

F. SEVERABILITY In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW. THE UNDERSIGNED PARTIES AGREE THAT THEY HAVE READ AND THAT THEY UNDERSTAND THE TERMS AND CONDITIONS OF EACH PROVISION OF THIS AGREEMENT AND BY THEIR SIGNATURES ACKNOWLEDGE THAT THEY ARE BOUND TO KNOW THE CONTENTS OF THIS AGREEMENT AND TO PERFORM AS REQUIRED HEREBY.

By: _____
Print Name: _____
Title: _____
Date: _____
Customer

By: _____
Print Name: _____
Title: _____
Date: _____
Word Systems, Inc.

G. EXECUTION AND DELIVERY Each of the persons who has signed this Agreement represents and warrants that he or she has been duly authorized to sign this Agreement by all necessary action on the part of the entity on whose behalf he or she has signed this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and part of one and the same Agreement. Delivery of an executed copy of this Agreement by facsimile transmission or email shall constitute effective and binding execution and delivery thereof and the signatures thereon shall be deemed to be original signatures for all purposes.

