



AGENDA PACKET

**CITY COUNCIL'S COMMITTEE ON WAYS & MEANS
MONDAY, MARCH 18, 2024 6:00 PM**

**EVERETT CITY HALL, 484 BROADWAY, CITY COUNCIL CHAMBERS, 3RD FLOOR
EVERETT, MA 02149**



AGENDA

CITY COUNCIL'S COMMITTEE ON WAYS & MEANS MONDAY, MARCH 18, 2024 6:00 PM

EVERETT CITY HALL, 484 BROADWAY, CITY COUNCIL CHAMBERS, 3RD FLOOR
EVERETT, MA 02149

ROLL CALL

PLEDGE OF ALLEGIANCE

NEW BUSINESS

1. **C0099-24** Order/s/ Councilor Robert J. Van Campen, as President

An order requesting approval for the Everett Police Department to execute a contract with Equature for a period of five (5) years for the purpose of servicing and maintaining E-911 Dispatch Equipment

2. **C0105-24** Resolution/s/ Stephanie V. Smith as Chairperson

A resolution requesting that the Administration provides the City Council with FY24 Q2 financial results for review

3. **C0115-24** Order/s/ Councilor Robert J. Van Campen, as President

An order requesting approval to appropriate \$7,552,930.00 from Budgetary Fund Balance (Free Cash) into the following funds: General Stabilization Fund \$ 2,265,879.00, Other Post-Employment Benefits Liability Trust Fund \$2,265,879.00 & Capital Improvement Stabilization Fund \$3,021,172.00, for a total of \$7,552,930.00

ADJOURNMENT

www.cityofeverett.com

(All agendas and reports can be obtained on City of Everett Website)

Respectfully submitted:

Michael J. Mangan

Legislative Aide
Everett City Council Office



C0099-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: February 26, 2024

Agenda Item:

An order requesting approval for the Everett Police Department to execute a contract with Equature for a period of five (5) years for the purpose of servicing and maintaining E-911 Dispatch Equipment

Background and Explanation:

Attachments:



CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR
484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

February 21, 2024

The Honorable City Council
City Hall
484 Broadway
Everett, Massachusetts 02149

Dear Honorable Members:

I hereby submit for your consideration an order requesting approval for the Everett Police Department to execute a contract with Equature for a period of five (5) years for the purpose of servicing and maintaining E-911 Dispatch Equipment.

I recommend your favorable passage of this order.

Respectfully submitted,

Carlo DeMaria
Mayor



February 21, 2024
City of Everett, Massachusetts
CITY COUNCIL

Offered By: _____
Councilor Robert VanCampen, as President

Bill Number:
Bill Type: Order

Be it
Ordered: BY City Council OF THE CITY OF EVERETT, as
follows:

Requesting approval for the Everett Police Department to
execute a contract with Equature for a period of five (5) years
for the purpose of servicing and maintaining E-911 Dispatch
Equipment.

EQUATURE TERMS OF AGREEMENT

Customer Name: Everett Police Department

Address: 45 Elm Street, Everett, MA 02149

Contract Number: C20231103-112025826

Payment Structure:

Year 1:	\$13,857.30
Year 2:	\$2,438.53
Year 3:	\$2,438.53
Year 4:	\$2,438.53
Year 5:	\$2,438.53

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 (hereinafter referred to as "CUSTOMER") under the terms and conditions contained herein, maintenance and service on the listed equipment.

I. Terms of Agreement

- a) The PROVIDER agrees to provide turn-key services as outlined in the Scope of Work, including all required hardware, software, maintenance, support, warranty and monitoring to the CUSTOMER for a period of five (5) years starting 1/15/2024 (Effective Date) through 1/14/2029 (End Date).
- b) CUSTOMER agrees that this purchase is a designated fully funded project with full award and payments directed to PROVIDER. PROVIDER is accepting multi-annual payments to facilitate the purchase. Under no circumstances, less than a breach of this agreement by PROVIDER, does PROVIDER forgo the amount owed and due in its entirety, at PROVIDER'S sole discretion. This agreement and its due payments are not predicated upon any changes in CUSTOMER'S organizational status, alignments, personnel changes, or any changes not defined herein. At any time that a due payment becomes late, past 30 days, PROVIDER will demand that the remaining balance is immediately paid in full.

II. PAYMENT TERMS

- a) The CUSTOMER shall make annual payments in equal installments for the entire duration of the Agreement.
- b) Payments shall be due within [30] days of the invoice date provided by the PROVIDER.
- c) The payment amount for each year will be locked in at the beginning of the Agreement and shall not be subject to any increase throughout the five (5) year period provided the Scope of Work does not change.

- d) CUSTOMER agrees to pay the amount of \$12,357.30 (Annual Dues) plus \$1,500.00 (Professional Services Fee) due in full upon receipt of equipment and \$2,438.53 annually on the anniversary of the Effective Date.
- e) The term of this Agreement shall be for five (5) years from the Effective Date.
- f) Total not to exceed: \$23,611.42 over the 5-year term of the Agreement.

III. 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).
- b) Charges include unlimited calls for remote support, available 24 X7, with a 4-hour response time, Equature 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. Any changes to the PROVIDER configured systems, whether initiated by the CUSTOMER or third parties not authorized by PROVIDER and resulting in a malfunction, will be addressed by PROVIDER on a time and material basis. Additionally, onsite support configurations for changes made by the CUSTOMER or third parties not authorized by PROVIDER will incur charges on a time and material basis. Any malfunctions caused by the CUSTOMER, or third parties not authorized by PROVIDER will also be subject to charges on a time and material basis.
- g) The Provider is not responsible for any data loss that is caused by factors outside of its control, including but not limited to:
 - i. Acts of God, such as natural disasters, terrorist attacks, or war.
 - ii. Malicious attacks, such as hacking, ransomware, or data breaches.
 - iii. Technical problems, such as hardware failures or software errors caused by power outages or user error.
- e) 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.
- f) All invoices are due and payable Net30.
- g) Failure to renew this agreement will result in the customer forfeiting their priority support status. All service and support activities will transition to a time and materials-based billing structure at the PROVIDER's prevailing hourly rates. Prior to initiating any analysis, troubleshooting, training, or other activities directly related to the PROVIDER's platform, the PROVIDER will require the customer to issue a purchase order based on the PROVIDER's estimate.
 - i. Time and materials-based support requests will be addressed on a first-come, first-served basis, with priority accorded to partners with active maintenance agreements.

- ii. Renewal options include both multi-year agreements and the option to establish a one-year maintenance agreement.

IV. Maintenance of Equipment

PROVIDER will furnish maintenance, technical support, and service for the recording system per the terms herein.

- a) Support Coverage: Support includes hardware, software, interfaces, and any custom integrations that were explicitly agreed to by PROVIDER as part of the original scope of work. Support does not extend to any custom integrations developed separately from the original agreement.
- b) Technical Support: PROVIDER will provide 24/7/365 technical support by phone at 888-305-3428 or email at support@equature.com. 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. Remote troubleshooting will be attempted first to resolve any issues. If unsuccessful, onsite support can be dispatched as needed. Any malfunctions caused by the CUSTOMER, or third parties not authorized by PROVIDER will be subject to charges on a time and material basis.
- c) Monitoring and Alerts: PROVIDER monitors the system in real-time from the PROVIDER Network Operations Centers and responds to alerts based on severity level. Critical failures are addressed immediately, high priority failures by the next business day, and standard failures within 2 business days.
- d) Maintenance Process: Issues are reported by CUSTOMER via phone or email and assigned a severity level by PROVIDER based on impact. PROVIDER troubleshoots issues, escalating to engineering or vendors as needed. Status updates are communicated throughout. Onsite visits are scheduled if required.
- e) Escalation: If PROVIDER support personnel are unable to diagnose and resolve the issue within a reasonable time, PROVIDER will escalate the Issue to its Engineering Department, or to the appropriate Vendor as determined by the nature of the Issue.

V. 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 emergency, 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.

VI. Termination

- a) Early termination by the CUSTOMER before the expiration of the full 5-year term will incur a penalty equal to 100% of the fees still outstanding for the remainder of the 5-year term, except in the case of a material breach by the PROVIDER.
- b) Either party may terminate this Agreement due to a material breach by the other party by following the procedures outlined in the Material Breach clause of this Agreement.

VII. 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.

VIII. 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.

IX. Warranty

- a) The PROVIDER warrants that all hardware and software provided shall be free from defects in material and workmanship for the entire duration of this agreement.
- b) The PROVIDER shall promptly replace or repair any defective hardware or software at no additional cost to the Client during the warranty period.

X. Material Breach Clause

In the event of a material breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement with immediate effect. A material breach shall be deemed to have occurred if any of the following events take place:

- a) Failure to Make Payments: The CUSTOMER fails to make any payment due under this Agreement, and such failure continues for a period of [90] days after receiving written notice from the PROVIDER.
- b) Non-Compliance with Terms: Either party fails to fulfil any material obligation or condition stipulated in this Agreement, and such failure continues for a period of [90] days after receiving written notice from the other party.
- c) Unauthorized Disclosure: Any unauthorized disclosure of confidential information by either party or its employees, agents, or representatives, which results in significant harm or damage to the other party.
- d) Substantial Impairment: Any act or omission that substantially impairs the rights or interests of the other party or prevents the fulfillment of the essential purpose of this Agreement.
- e) Violation of Laws or Regulations: Either party engages in any unlawful, fraudulent, or unethical activities that are in direct violation of applicable laws or regulations, and such violation has a material adverse effect on the other party.
- f) Breach of Warranty: The PROVIDER fails to remedy any defects in hardware or software provided under this Agreement, as stipulated in the warranty section, within a reasonable time after receiving written notice from the CUSTOMER.

Notice of Breach:

In the event of a material breach, the non-breaching party shall provide written notice to the breaching party specifying the nature of the breach and providing a reasonable opportunity for the breaching party to cure the breach. The breaching party shall have a period of [90] days from the receipt of the notice to remedy the breach.

Termination:

If the material breach is not cured within the specified cure period or if the breach is of such a nature that it cannot be reasonably cured, the non-breaching party shall have the right to terminate this Agreement immediately by providing written notice to the breaching party.

Effect of Termination:

Upon termination due to a material breach, the non-breaching party shall be relieved of any further obligations under this Agreement, except for any rights or remedies that have already accrued. The breaching party shall be liable for any damages incurred by the non-breaching party as a result of the material breach.

No Waiver:

The failure of either party to enforce any provision of this Agreement at any time shall not be deemed a waiver of that provision or any other provision, nor shall it be deemed a waiver of the right to enforce such provision in the future.

XI. Governing Law

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

XII. Survival of Obligations

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

XIII. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

PROVIDER:

Dictation Sales & Service dba Equature
18311 W. 10 Mile Rd.
Southfield, MI 48075

CUSTOMER:

Everett Police Department
45 Elm Street
Everett, MA 02149

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

From: [Chief Steven Mazzie](#)
To: [Stephanie Smith](#); [Michael Mangan](#)
Cc: [Robert VanCampen](#); [John Burley](#); [David Flood](#); [Eric Demas](#); [Erin Deveney](#); [Allen Peluso](#)
Subject: RE: Item Referred to Police Chief
Date: Wednesday, February 28, 2024 6:10:26 PM

Hi Councilor,

Hope all is well. To answer your questions I submit the following:

1. We have been doing business with Equature for about 15-20 yrs.
2. Basically the equipment we have is about 8-9 yrs old, at end of life with no more support for this model. In addition, It only records copper lines. The new equipment will cover Voice Over IP to meet todays tech needs.
3. Money is already in current budge to execute the purchase.

I hope this answers your questions and appreciate your consideration of getting this approved so that we can move forward with the installation of the new equipment. If you need anything else please let me know. If you have any more detailed questions I've added Det Al Peluso who is well versed in the tech side of this issues. Thanks,

Chief Mazzie

From: Stephanie Smith
Sent: Wednesday, February 28, 2024 10:29 AM
To: Michael Mangan; Chief Steven Mazzie
Cc: Robert VanCampen; John Burley; David Flood; Eric Demas; Erin Deveney
Subject: Re: Item Referred to Police Chief

Hi Chief,

Specific questions related to this that came up during the Council meeting that we would like answered at the Ways & Means meeting are:

- Do we already have an existing contract with Equature?
- Is this a service that we already have that we are just changing the vendor? Or is this a new service?
- Is this an item that is already included in the current budget or will we need to find additional money for it?

Cheers,
Stephanie

From: Michael Mangan <Michael.Mangan@ci.everett.ma.us>
Date: Wednesday, February 28, 2024 at 10:08 AM

To: Chief Steven Mazzie <steven.mazzie@cityofeverett.org>

Cc: Stephanie Smith <Stephanie.Smith@ci.everett.ma.us>, Robert VanCampen <Rob.VanCampen@ci.everett.ma.us>, John Burley <johnburley@aol.com>, David Flood <david_flood@comcast.net>

Subject: Item Referred to Police Chief

Good morning Chief,

The following item was referred to the Ways & Means Committee for further discussion on March 18th at 6PM

4. C0099-24 Order/s/ Councilor Robert J. Van Campen, as President

An order requesting approval for the Everett Police Department to execute a contract with Equature for a period of five (5) years for the purpose of servicing and maintaining E-911 Dispatch Equipment

REFERRED TO WAYS & MEANS



C0115-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: March 11, 2024

Agenda Item:

An order requesting approval to appropriate \$7,552,930 from Budgetary Fund Balance (Free Cash) into the following funds: General Stabilization Fund \$ 2,265,879, Other Post-Employment Benefits Liability Trust Fund \$ 2,265,879, Capital Improvement Stabilization Fund \$3,021,172, for a total of \$7,552,930

Background and Explanation:

Attachments:



CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR
484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

March 6, 2024

The Honorable City Council
City Hall
484 Broadway
Everett, Massachusetts 02149

Dear Honorable Members:

I hereby submit for your consideration an order to appropriate \$7,552,930 from Budgetary Fund Balance (Free Cash) into the following funds:

General Stabilization Fund	\$ 2,265,879
Other Post-Employment Benefits Liability Trust Fund	2,265,879
Capital Improvement Stabilization Fund	<u>3,021,172</u>
	<u>\$ 7,552,930</u>

Please see the attached letter from CFO/City Auditor Eric Demas for more information on this request.

I recommend your favorable passage of this order.

Respectfully submitted,

Carlo DeMaria
Mayor



March 6, 2024

City of Everett, Massachusetts CITY COUNCIL

Offered By: _____
Councilor Robert VanCampen, as President

Bill Number:
Bill Type: Order

Be it
Ordered: BY City Council OF THE CITY OF EVERETT, as follows:

That the sum of \$7,552,930 be appropriated from Budgetary Fund Balance (Free Cash) into the following funds:

General Stabilization Fund	\$ 2,265,879
Other Post-Employment Benefits Liability Trust Fund (OPEB Trust Fund)	\$ 2,265,879
Capital Improvement Stabilization Fund	<u>\$ 3,021,172</u>
	\$ 7,552,930

This appropriation is following the parameters set forth under the City’s Financial Reserve Policies.



City of Everett, Massachusetts

Chief Financial Officer

City Auditor

484 Broadway
Everett, MA 02149
Tel: (617) 394-2214
Fax: (617) 394-2453

Carlo DeMaria Jr., Mayor
Eric J. Demas, CFO/City Auditor

March 6, 2024

Mayor Carlo DeMaria
Everett City Hall
484 Broadway
Everett, MA 02149

Re: Free Cash Certification and Financial Reserve Policies

Mayor DeMaria,

As you are aware, the Department of Revenue certified the City's FY24 free cash in the amount of \$25,105,861, of which, \$10,000,000 was applied to the FY24 tax rate. The certification of free cash, in accordance with MGL Chapter 59, Section 23, allows for the City to appropriate these funds for any lawful municipal purpose, with City Council approval.

In accordance with the City's Financial Reserve Policies, I have attached council orders for appropriations to the following funds. The policies set forth specific uses of free cash, once appropriated, as follows:

- 15% to be appropriated to the City's Stabilization account (\$2,265,879)
- 15% to be appropriated to the City's Other Post-Employment Benefit Liability Trust Fund (\$2,265,879)
- 20% to be appropriated to the City's Capital Improvement Stabilization account (\$3,021,172)

Please let me know if you have any further questions on this matter.

Respectfully,

Eric J. Demas

Cc: Erin Deveney ~ Chief of Staff