# Agreement for the Installation of Emergency Services Internet Protocol Network (ESInet), and Next Generation Core Services (NGCS) Requirements

This Agreement for the Installation of Emergency Services Internet Protocol Network ("ESInet"), and Next Generation Core Services ("NGCS") Requirement (this "Agreement") is entered into as of December 30, 2022 (the "Effective Date"), by and between the Hernando County Board of County Commissioners ("Hernando BOCC"), and NGA 911, LLC, a California limited liability company ("NGA 911"). The Hernando BOCC and NGA 911 are individually referred to herein as a "Party" and are collectively referred to herein as the "Parties").

WITNESSETH: That for and in consideration of the promises and mutual covenants and agreements hereinafter set forth, the Hernando BOCC and NGA 911 hereby agree as follows:

- 1) Incorporation of Terms of Statement of Work and NGA 911's Response to Hernando BOCC. The terms and provisions of the Statement of Work (the "Statement of Work:) attached hereto as Exhibit "B" and the documents submitted to the Hernando BOCC is hereby incorporated into this Agreement by reference. Collectively, the Agreement and all exhibits and attachments thereto are hereinafter referred to as the "Contract Documents".
- 2) Order of Precedence of Documents. In the event of a conflict between the terms and provisions of this Agreement, the Statement of Work, and/or the Pricing Documents, the terms of this Agreement shall govern. For the resolution and interpretation of any inconsistencies in the Contract Documents, the precedence of these documents shall be given in the following order:
  - a) This Agreement, including the Exhibit(s), Addendum(s) and Amendment(s) thereto.
  - b) The Pricing, Deliverables and Milestone Documents, attached hereto as Exhibit "A".
  - c) The Statement of Work, Deliverables, Milestone Documents and Project Deployment Plan attached hereto as Exhibit "B".
- Installation and Services to Be Performed. During the Term (as hereinafter defined), NGA
   911shall provide the installation and services described.
- 4) <u>Compensation.</u> In consideration of the installation and services to be performed by NGA 911, the Hernando BOCC shall pay or transfer to NGA 911 the amounts listed in the Official Solicitation Price Sheet (the "Compensation").
- 5) Payment. Upon execution by the parties of this Agreement, the Hernando BOCC will pay to NGA 911 the agreed upon Compensation, according to the payment schedule set forth in the Statement of Work, within thirty (30) days after the receipt by the Hernando BOCC of a proper invoice therefore for contract execution.

At such time as NGA 911 delivers in good condition, consistent with the manufacturer's specifications and the requirements of this Agreement, and such delivery to the site has been certified and approved by the Hernando BOCC, payments shall be made for each payment milestone as specified in the Agreement/Statement of Work within thirty (30) days after the receipt of a proper invoice for each payment milestone.

NGA 911 shall submit invoices in triplicate covering work completed. All invoices shall be submitted via the United States Postal Service (USPS) or other agreed upon method. Invoices are subject to approval by the Sheriff's Office. Invoices shall be accompanied by shipping memoranda, if applicable.

An inventory of all items installed or delivered will be conducted by the Hernando BOCC prior to approval of payment, if applicable. All invoices shall reference the associated payment milestone event incorporated by reference into this Agreement. All invoices shall include the following wording and shall be signed by a duly authorized representative of NGA 911: "This invoice is certified to be accurate in all respects. All charges are authorized under this Agreement, and all equipment and/or services invoiced have been delivered in a conforming manner and have not been previously invoiced."

- 6) Independent Contractor. In performing services under this Agreement, the relationship between the Hernando BOCC and NGA 911 is that of independent contractor, and the execution of this Agreement by the Parties does not change its independent status.
  - No term or provision of this Agreement or act of NGA 911 in the performance of this Agreement shall be construed as making NGA 911 the agent, servant, or employee of the Hernando BOCC, or making NGA 911 or any of its employees eligible for the fringe benefits, such as sick or annual leave benefits, retirement, insurance, worker's compensation and unemployment compensation coverages, which the Hernando BOCC provides its employees.
- 7) Representations, Warranties and Covenants Each Party represents and warrants that they have the legal right and authority to enter into this Agreement and, in the case of NGA911, has the legal right and authority to perform the installation and services contemplated hereby and that each Parties entry into and performance under this Agreement have not, do not and will not conflict with any other agreement such Party may have, or may have had at the time of such performance, to other person or entity and, if applicable, will not violate its articles of organization, operating agreement, articles of incorporation or other governing documents, as applicable. This Agreement, when executed and delivered by the parties hereto, shall constitute a valid and binding obligation of the parties, enforceable in accordance with its terms, subject to the laws of general application relating to bankruptcy, insolvency, the relief of debtors and national, federal and state securities laws.

#### 8) Term and Termination

- a) <u>Term</u>: Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall commence on the date first set forth above and shall terminate automatically five (5) years thereafter unless extended by the Hernando BOCC pursuant to this Agreement (the "Initial Term"). Following the Initial Term, this Agreement shall automatically extend for five (5) consecutive one year terms (each "Renewal Term" and the Initial Term and the Renewal Tenn being collectively referred to as the "Term") unless terminated as follows:
- b) Termination for Bankruptcy. Either Party may terminate this Agreement immediately upon written notice of (i) voluntary petition is commenced by the other Party under the United States Bankruptcy Code, as amended, 11 U.S.C. Section I 01 et seq.; (ii) the other party has an involuntary petition commenced against it under the Bankruptcy Code and such petition is not dismissed within 60 days after filing; (iii) the other Party becomes insolvent; or (iv) any substantial portion of the other Party's property becomes subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency.
- c) Non-appropriation. The contract issued pursuant hereto shall provide that in the event sufficient funds for the performance of the Agreement are not appropriated by the the Hernando BOCC's Board of Commissioners in any fiscal year covered by this contract, this agreement may be terminated by the Hernando BOCC, without penalties, by giving notice to NGA 911 of such facts and the Sheriffs Office intention to terminate its financial obligation.
- 9) Conflicts of Interest. It shall be unethical and potentially illegal for any person to offer, or give, or agree to give any the Hernando BOCC employee or former the Hernando BOCC employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with. any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matters pertaining to any program requirement or a contract or subcontract or to any solicitation for proposal.

It shall be unethical and potentially illegal for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.

NGA911 and the Sheriffs Office expressly agree that the terms and provisions of this Agreement are compliant with the language contained in this <u>Section 9</u>.

- 10) <u>Subcontracting</u>. NGA 911 shall not assign this Agreement or enter into a subcontract for the installation and services performed under this Agreement without obtaining the prior written approval of the Hernando BOCC. If such subcontracts are approved by the Hernando BOCC, they shall be the section of this Agreement pertaining to "Conflicts of Interest". Notwithstanding any use of approved subcontractors, NGA 911 shall be the prime contractor and shall be responsible for all work performed.
- 11) Records. NGA 911 shall maintain documentation for all charges against the Hernando BOCC under this Agreement. Thebooks, records, and documents of NGA 911,insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of five (5) years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Hernando BOCC or its duly appointed representatives, which for the avoidance of doubt, shall be exclusively borne by the Hernando BOCC. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 12) <u>Right of Audit and Presentation of Records</u>. The Hernando BOCC may, at its sole cost and expense, at reasonable times and no more than once per calendar year, inspect the books, records, and documents of NGA 911 relating to performance under this Agreement. The Hernando BOCC shall have the right to audit the books, records, and documents of NGA 911 as they relate to the Services under the following conditions:
  - a) If the Agreement is terminated for any reason in accordance with the provisions of this Agreement in order to arrive at equitable termination costs;
  - b) In the event of a disagreement between NGA 911 and the Hernando BOCC on the amount due to NGA 911 under any terms of this Agreement;
  - c) To check or substantiate any amounts invoiced or paid that are required to reflect the costs of Services or NGA 911's efficiency or effectiveness under the Agreement; and/or
  - d) If it becomes necessary to determine the Hernando BOCC's rights and NGA 911's contractual obligations under the Agreement or to ascertain facts relative to any claim NGA 911 that may result in a charge against the Hernando BOCC.

These provisions for an audit shall give the Hernando BOCC, or its duly appointed representative, unlimited reasonable access during normal working hours to NGA 911's books, records, and documents under this Agreement and the conditions stated above.

NGA 911, from the effective date of final payment or the termination of this Agreement, shall preserve and make available to the Hernando BOCC for a period of five (5) years thereafter, all its books, records,

documents. and other evidence bearing on the costs and expenses of the services related to the work performed under this Agreement. The Sheriffs Office's right to audit and the preservation of records shall terminate at the end of five (5) years as stated herein. NGA 911 shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it.

- 13) <u>Monitoring</u>. NGA 911's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Hernando BOCC or the Hernando BOCC's duly appointed representatives.
- 14) <u>Institution and Federal Compliance.</u> NGA 911 shall comply with all applicable State and Federal laws and regulations in the performance of this Agreement.
- 15) <u>Strict Performance</u>. Failure by any Party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- 16) Effects of Force Majeure. Neither Party shall be held liable or responsible for failure or delay in fulfilling or performing any of its obligations under this Agreement (other than the payment of money owed hereunder) to the extent that such failure or delay results from any cause beyond its reasonable control, including, without limitation, fire, flood, natural disaster, explosion, war, strike, labor unrest, riot embargo, acts or omissions of carriers, or act of God (each a "Force Majeure Event"). Such excuse shall continue as long as the Force Majeure Event continues, following which such Party shall promptly resume performance hereunder.
- 17) <u>Entire Agreement.</u> This Agreement, including the appended Statement of Work, constitutes the entire Agreement between the parties and supersedes and cancels any and all prior or contemporaneous arrangements, understandings and agreements, written or oral, between them relating to the subject matter hereof.
- 18) <u>Severability</u>, All of the provisions of this Agreement are intended to be distinct and severable. If any provision of this Agreement is or is declared to be invalid or unenforceable in any jurisdiction, it shall be ineffective in such jurisdiction only to the extent of such invalidity or unenforceability. Such invalidity or unenforceability shall not affect either the balance of such provision, to the extent it is not invalid or unenforceable. or the remaining provisions hereof, render invalid or unenforceable such provision in any other jurisdiction. In addition, the parties agree that the venue shall be in and for Hernando County, FL.
- 19) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. NGA 911 acknowledges and agrees that any rights or claims against the Sheriffs Office or its employees hereunder, and any remedies arising therefrom, shall be subject

to and limited to those rights and remedies, if any, available under Florida State Law. Venue for any dispute, claim or action arising out of, or related to, this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida

- 20) <u>Amendment</u>: <u>Counterparts</u>. This Agreement cannot be modified, changed, terminated, discharged, waived or extended except in writing signed by each of the Parties hereto and approved by the appropriate officials in accordance with applicable Florida state laws and regulations.
- 21) <u>Counterparts</u>. This Agreement may be executed by facsimile or email in one or more counterparts, each of which shall constitute one and the same instrument.
- 22) <u>Counterparts</u>. NGA 911 acknowledges and agrees this Agreement shall be governed by State and Federal Laws and bound by the terms of the Department of Management Services for Grant S20-21-12-15, as applicable.
- 23) Indemnification: To the fullest extent permitted by Florida law, the NGA 911 covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by NGA 911 during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the NGA 911 nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
- 24) <u>Public Records:</u> Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:
  - A. Keep and maintain records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
  - D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition). IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.
- 25) **E-Verify**: Contractor will comply with and use the E-Verify program set forth in 8 CFR 274.

#### 26) Insurance:

- a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.
- b. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

#### c. WORKERS' COMPENSATION COVERAGE

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease. The Contractor shall also purchase any other coverages required by law for the benefit of employees.

# d. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

#### e. GENERAL LIABILITY COVERAGE

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

#### f. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

#### g. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

#### h. CERTIFICATES OF INSURANCE

If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

The Parties have executed this Agreement on the day, month and year first written above.

Contractor	NGA 911, LLC
Name	Ishka Villa
Signature & Date	Wille Apr 5, 2023
Title	Chief Financial Officer
Email	ishka@nga911.com
Phone	310-721-3723

Contracting Agency	Hernando County Board of County Commissioners	
Name	JOHA AXACRO	
Signature & Date	DUG	03/28/2623
Title	Chairman	
Email	JAllocco @ Hernando Coonty. Us	HILL COUNTY CO
Phone	352-754-4002	SEAL IS

O COUNTY HAVE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Altertrey's Office

**Exhibit A** 

# NGA

Next Generation Advanced

NG9-1-1 Pricing Proposal

**Prepared for:** 

Hernando County Sheriff's Office, FL



October 4, 2022

NGA 911, LLC 8383 Wilshire Blvd, Suite 800 Beverly Hills, CA 90211

Prepared by: Chuck Freeman chuck.freeman@nga911.com 727.542.3823



NGA 911 LLC (NGA) is pleased to provide this Agreement to Hernando County Sheriff's Office for **NEX**3Core - Next Generation 9-1-1 Core Service "NGCS" / Emergency Services IP Network "ESInet"

#### Hernando County Sheriff's Office:

- Serves a population of 196,540
- One (1) primary PSAP
  - o Hernando County Sheriff's Office
  - 18900 Cortez Blvd. Brooksville, FL 34601
  - 10 positions
  - o Intrado Power 911
  - 8 CAMA trunks and 4 transfer lines
- One (1) backup PSAP
  - Hernando County Detention Center
  - o 16425 Spring Hill Dr. Brooksville, Florida 34604
  - 6 positions
  - o Intrado Power 911
  - 6 CAMA trunks and 4 transfer lines

#### Hernando County has shared the following considerations:

- A solution dedicated to the County
- A solution that can be deployed quickly
- A solution that can add surrounding counties to the NGCS and ESInet
- A solution that can be easily adapted to create a regional network
- A solution that does not require requesting additional funding
- A solution that can utilize the county's GIS department and/or third party GIS vendors
- A solution that Interoperates with the current CPE
- A solution that has effective maintenance support
- A solution that is scalable
- A solution that is future proof
  - Real-Time Text (RTT)
  - Video
  - Additional Data Repository (ADR)
  - The future needs of 9-1-1
- A solution that is dedicated to CyberSecurity
- A solution that is i3 compliant
- A complete i3 solution that is upgradable to future i3 versions without additional funding

The NGA NEXISCore solution satisfies or exceeds all of the aforementioned considerations.



#### NGA Vision for NG9-1-1

NGA has envisioned, from its inception, a full NENA i3 compliant NG9-1-1 national deployment. A deployment where all OSP 9-1-1 traffic is delivered i3 to the PSAP with location, dispatchable addresses and additional data as required. To accomplish this vision, NGA has built a highly flexible IP based NG9-1-1 solution that meets all of the NENA i3 and other industry standards today but is also capable of ensuring its customers never have to worry about solution obsolescence. NGA is ready today to deliver real time text (RTT), video and additional data to the PSAP. We have partnered with several companies for the delivery of alarm data, automatic crash notification data and other key data to the PSAP. NGA has a Situational Awareness and Telecommunications Service Provider Outage Notification solution that can be integrated into our NG9-1-1 solution.

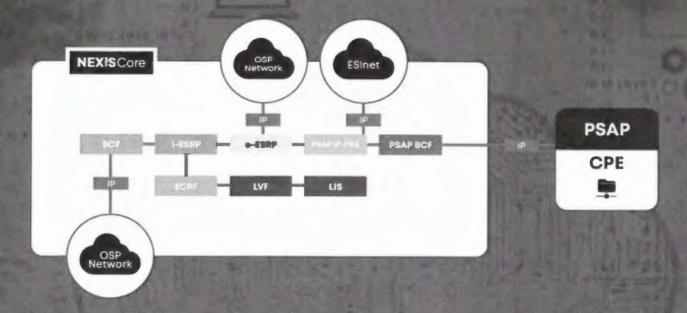
NGA recognizes the challenges PSAPs have faced with legacy systems where new features and functions often require "forklift" upgrades. That is not the NGA way. Through its partnership with Amazon Web Services (AWS), NGA is able to provide new features and functions to PSAPs with minimal impact on the PSAP.

Introducing **NEX**?SCore. NGA's Next Generation 9-1-1 Core Services and ESInet service. The following pages explain the elements of **NEX**?SCore and how it moves legacy 9-1-1 to Next Generation 9-1-1.



# **NEX3S**Core

Next Generation Core Services (NGCS)



The mission of Next Generation Core Services (NGCS) is to connect Communication Service Providers (CSP) that operate within the Originating Service Providers (OSP) networks with Public Safety Answering Points (PSAP) for the purpose of delivering emergency services to citizens.

A CSP is any organization that provides a means by which citizens communicate, there could be many CSP's that utilize the same Originating Service Provider's network, and each CSP could utilize the OSP's network differently. Communication Service Providers can provide voice, text, and video communication to citizens using a wide variety of technologies including landline, various cellular technologies, WiFi, IP, SMS, VOIP, and IP Video. It is further possible that a CSP could use more than a single OSP to deliver comprehensive service to citizens as is the case with mobile devices that seamlessly traverse WiFi and Cell Tower networks for voice and data service.

A **Public Safety Answering Point** is an organization that offers emergency services, including the authorized deployment of personal, communication, or other public safety resources.

When a subscriber of a Communication Service Provider requires emergency services they can route their subscriber's communication to the NGCS and the NGCS will connect them with the nearest and most appropriate emergency service offered by a Public Safety Answering Point.

To accomplish its purpose the NGCS must accommodate a plethora of Communication Service Providers and interface with the Communication Service Provider's wide variety of subscriber offered textual, voice, or video technologies. And, of course, deliver those subscriber initiated emergency requests to the appropriate Public Safety Answering Point.

С	Core Elements of the NGA's NEXISCore Solution:						
BCF	i-ESRP	e-ESRP	ECRF	LVF	LIS	PSAP IP-PBX	PSAP BCF
BCF	comprehen networks. The BCF pro capabilities clients to m Reduce you	e-art Session sive security f ovides a matu s allowing rap eet budget re or network contion deployed	Border Contro eatures in fix- re, proven ca id deployments quirements on plexity and	ed and mobil rrier grade te nt of services. and scale as co operating cos	a uniform ne e operators h chnology pad Our flexible l and when futi sts with a net	NGN and Vol. cked with featicensing modure growth di work edge si	TE / IMS Iture rich Itel allows ctates. gnaling and
i-ESRP	to the Origi routing eler	has been allo nating or Ingr nent inside th ker at the PSAI	ess Emergend e NGCS and l	cy Service Rou	uting Proxy "i-	ESRP". The i-E	SRP is the first
e-ESRP	Emergency the NGCS p communic NGCS and	Service Routi inor to the cal ation between the PSAPs.	ng Proxy "e-Ei I being delive I NGCS and C	SRP". The e-ES ered to the PS OSPs, the e-ES	RP is the fina APs BCF. Whe RP normalize	I routing eler reas the i-ES s communica	RP normalizes Ition between
ECRF	The ECRF queries a geospatial data model resident in the authoritative production database. The ECRF interfaces with the Emergency Service Routing Protocol (ESRP) using Presence Information Data Format Location Object (PIDF-LO) and provides real-time routing information to the PSAP when a route can be derived from the underlying geospatial street centerline database.						
LVF	Validation routing and	of civic addre Function (LVF) d dispatch bel to note that th	element of N fore a 9-1-1 ca	GCS. Civic ac Ill is placed fr	ldresses mus om that spec	t prove suffic lific civic add	ient for both
LIS	Location is essential to emergency response. The Location Information Server (LIS) interacts with BCF, i-ESRP, e-ESRP, LNG, ECRF, PSAP, and most elements in NGCS by providing location storage, retrieval, privacy, and dereferencing services. RFC 3693 and RFC 3694 have set the basis for standardizing location data structures and privacy. RFC 6280 and RFC 7459 updated RFC 3693 and RFC 3694 to clarify location privacy and uncertainty. The LIS is built atop the diligent work performed by Internet Engineering Task Force (IETF) which has standardized, clarified use cases, and embraced privacy considerations as location information is utilized by first responders for the safety and well being of our citizens.						
	convey bot rules gover of a PIDF-L reference reference of	h location inf	ormation aboution information information of the state of	out an individ tion. The LIS p lys embedded can be directall. In the case	ual or device provides local d in the call - tly embedded e of location	and user-sp tion informat either direct d in the call c data provide	ra URI
PSAP IP-PBX	Many PSAF seamless in cloud-base	s are constra	ined by their In NG9-1-1. The vice is loaded	current PBX s ey need a solu I with calling	ystem, and thution that is a	ney need a so	d modern. Our
PSAP BCF	grade tech services. O as and wh with a net	CF protects the nology packet our flexible lice en future growwork edge sign based interf	ed with featurensing model with dictates. I Inaling and m	re rich capab allows clients Reduce vour l	ilities allowin to meet bud network com	g rapid depli Iget requirem plexity and o	oyment of lents and scale perating costs



Because **NEXiS**Core is cloud based and highly scalable, adding additional counties to create a regional NG9-1-1 network is relatively simple. The deployment in Hernando County will have completed the critical timeline items for Originating Service Provider (OSP) ingress. There may be additional small CLECs in a county that need to be included but that will not be a major hurdle.

NGA **NEXiS**Core is i3 compliant and has been verified in the only i3 compliance lab in the United States at the California Office of Emergency Service (Cal OES) in Sacramento California. During this i3 lab testing, i3 NGCS to NGCS 9-1-1 call transfer was verified ensuring Hernando County will have the ability to transfer i3 calls to any neighboring county, region or state that is on a different NG9-1-1 solution. Additionally, NGA is including a Legacy Selective Router Gateway (LSRG) that provides for 9-1-1 bi-directional call transfer to agencies still supported by the legacy Selective Router (SR)

#### NGA NEXISCore ESInet

The NGA ESInet is engineered for Hernando County based on the available circuit providers in the area. The ESInet is engineered to provide carrier diversity and geographic diversity (where possible). The NGA ESInet also provides two (2) tertiary LTE backup connections, AT&T FirstNet and Verizon Quality of Service, Priority and Preemption. Up to four (4) paths (where available or future availability) make up the NG Trunk deployment that allows NGA to commit to 99.999% availability. NGA also has the ability to add a satellite network creating a 5th connection for a nominal fee.

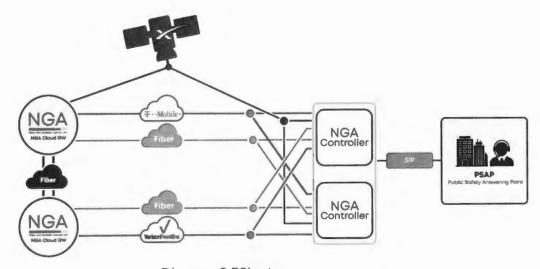


Diagram 2 ESInet

- 2 Complete Sets of redundant equipment and redundant
   10 to 100 (depending on the traffic) Mbps circuits primary and backup
- 2 LTE tertiary backup connections TMobile and VZW QPP
- Starlink Static Antenna
- Resilient multipath connectivity
- No loss of Call or Voice Quality with any single path failure or up to 4 path failures
  - o All 5 paths have the ability to carry the same call simultaneously
- Packet duplication for superior resiliency and voice quality



#### NGA Deployment and OSP Ingress

The ingress of OSP traffic is the biggest challenge to the deployment timeline. NGA has worked with the major wireless OSPs and our partner, Inteliquent, to deploy a national interconnection model that allows NGA to deploy wireless OSP traffic in nine (9) to twelve (12) months. This means that 80% of Hernando County's 9-1-1 calls can be delivered over NGA **NEXiS**Core in less than a year. NGA cannot commit to the length of time it will take to ingress the wireline and VoIP traffic but the timeframe for complete transition should be twelve (12) to eighteen (18) months.

NGA is working with the wireless carriers to ensure delivery of native SIP at a minimum but i3 SIP as the ultimate deployment model. An NG9-1-1 solution cannot be declared fully i3 compliant until the 9-1-1 call begins as i3 at the wireless OSP and is delivered i3 to an i3 compliant Call Handling Solution "CHS". NGA has completed i3 testing with one (1) major wireless OSP and is in i3 testing with another.

#### **NGA Monitoring and Reporting**

NGA provides complete visibility for the network and the hardware components for monitoring at the PSAP through the real time dashboard. Trouble tickets can be created and/or viewed from creation to completion whether created by the PSAP or the NGA Network Operation Center (NOC). A Root Cause Analysis on any failure is delivered within forty eight (48) to seventy two (72) hours to the PSAP. A failure does not necessarily indicate an outage. NGA, as stated above, deploys a highly available, redundant solution. All network and hardware is deployed so there are no single points of failure.

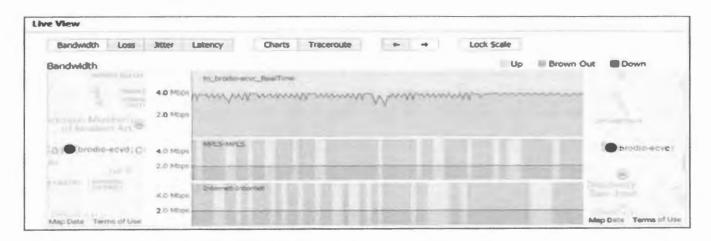


Diagram 3 Network Live View

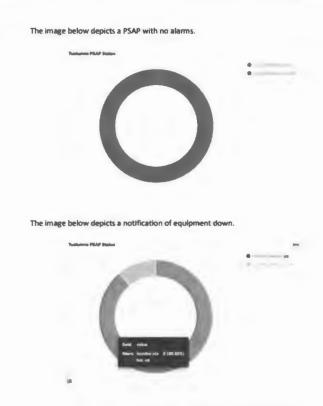


Diagram 4 PSAP Equipment Status

NGA provides a comprehensive suite of MIS reports to the PSAP through the real time dashboard. There are canned reports and the PSAP can create reports through the dashboard or by calling the 24x7 help desk. The network reports combined with the CDR of the CHS provide an end to end view of every 9-1-1 call from its ingress into the NGCS to call termination at the call taker position.

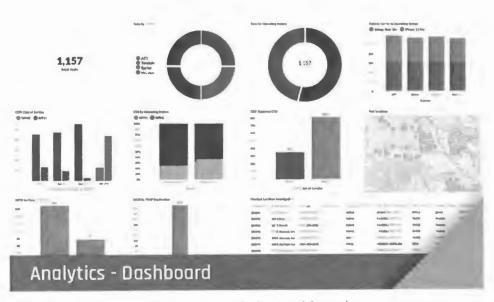


Diagram 5 Analytics Dashboard



# Benefits of Using NGA

- Redundancy and Diversity
  - ESInet
    - 2 Fiber (where possible)
    - 2 LTE
    - 1 Starlink antenna
  - Optional
    - Microwave
  - NGCS
    - 8 Cores Dedicated solely to Florida
- Faster Deployment
  - 9 12 months for Wireless
- Smaller Footprint
  - ½ of a 19" rack
- Dashboards
  - Customized to your needs
  - Full Transparency
- Disaster Recovery Platform
  - PSAP remote access from any credentialed device
- Proven Integration with:
  - Vesta/Viper & Other CPE
  - Multiple CAD Providers
  - GIS (Local & Other)
  - RapidSOS
  - ESInet to ESInet and Legacy Selective Router (LSR) Transfers with ALI/ANI Data

- i3 NGCS and i3 Call Handling
  - Real-Time Text
  - Picture/Video
  - Geospatial Routing
  - Analytics
  - Additional Data Repository (ADR)
  - New Features Automatically Upgraded
- No End of Life
  - Hardware & Software Maintenance Included
  - Training Included
- A Single Point of Contact
  - NGA Maintains all Vendor Contracts
  - Dedicated NGA Team
- Project Management
  - With Impacted Vendors
- Cyber Security
  - 365 24X7 Cyber Monitoring
- 24x7 NOC and SOC Monitoring
  - Network & Software Operations Center
- Cost Effective
  - Bundled Pricing
  - No Hidden Costs
- Hassle Free Procurement
  - MiCTA Contract
  - DMS Approved
  - Simple Pricing



Attachment A, **NEX**3SCore Proposal Pricing:

NRC = Non Recurring Charge MRC = Monthly Recurring Charge

Hernando County	Population	NRC	MRC per Population	MRC total	Number of Months	Year 1 Total NRC + MRC
NGCS/ESINet	196,540					
V 4		\$137,000.00				\$137,000.00
Year 1			\$0.099	\$19,457.46	X12 =	\$233,489.52
Year 1 Totals						\$370,489.52
		NRC	MRC per Population	MRC total		Annual MRC
Year 2		\$0.00	\$0.099	\$19,457.46	X12 =	\$233,489.52
Year 3		\$0.00	\$0.099	\$19,457.46	X12 =	\$233,489.52
Year 4		\$0.00	\$0.099	\$19,457.46	X12 =	\$233,489.52
Year 5		\$0.00	\$0.099	\$19,457.46	X12 =	\$233,489.52
5 Year Maintenance		Included	Included	Included		\$0.00
5 Year Toal						\$1,304,447.60

Extension option: Years 6 through 10 will be subject to a Population True Up in year 5, plus a 3% COL increase not to exceed 5% of total MRC years 1 through 5.

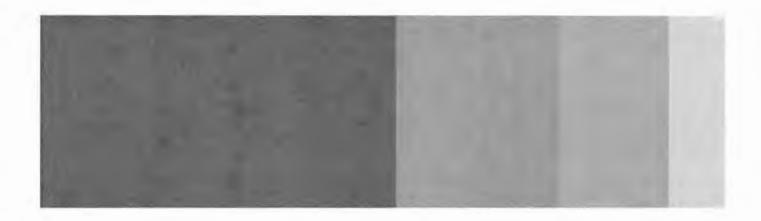
Pricing Valid from 90 days of issuance



### **NGCS/ESInet Pricing**

NGCS/ESInet Hernando County	Network Annual Price	Comments/Notes
Network Total Non-Recurring Fee	\$137,000.00	One Time Implementation Fee
Network Monthly Recurring Charge X 12 Months	\$233,489.52	12 Months @ <b>\$19,457.46</b>
Tabular Routing	N/A	
Geo-spatial Routing		Included with NGA
MIS/Customer Portal and Dashboards		Included with NGA
MSAG Management		Included with NGA
ALI Database Management		Included with NGA
Backup System Application & Disaster Recovery (2)		Included with NGA
ESInet and Connectivity to PSAPs		Included with NGA
1 (One) Starlink Static Antenna and Connectivity		Included with NGA
24X7 NOC (Network Operations Center) Support		Included with NGA
24X7 SOC (Security Operations Center) Support		Included with NGA
Real Time Text (RTT)		Included with NGA
Text-to-911		Included with NGA
Software Version Upgrades		Included with NGA
Maintenance on all Software & Hardware		Included with NGA
Year 1 Totals NGCS/ESInet	\$370,489.52	Includes NRC and MRC
Years 2-5 NGCS/ESInet	\$933,958.08	MRC only
Total 5 year Cost NGCS//ESInet	\$1,304,447.60	Total Cost for NRC and MRC

Pricing Valid from 90 days of issuance



# **NGA911**

**Exhibit B** 

Hernando County Sheriff's Office Statement of Work

#### **Document History**

Index	Date	Author	Description	Version
1	11/16/2021	M Bland	Draft Version	1.0
2	12/14/2021	M Bland	Updates to NG Trunks MRC	1.1
3	9/25/2022	J Sebastian	Review of timelines and project deliverable	1.2
4	9/28/2022	M Bland	Formatting	1.3

### **Table of Contents**

Document History	2
Objectives	4
Relationship Expectations	4
Scope of Services Provided	4
ESInet	4
NGCS Functional Elements	4
Architecture	5
Facilities	6
Originating Service Provider and Selective Router Migration	7
ALI Transition	8
Logging and Recording	9
Training	9
Security	10
Monitoring and Alarming	11
Service Validation	12
Pre-Cutover Acceptance Criteria	12
Cutover Coordination	13
Preliminary Test Plan	13
PSAP Final Acceptance Testing	13
System Final Acceptance Testing	14
Migration Plan	15
NOC/SOC	16
Payment Milestones	17
Draft Master Schedule and Project Plan	18

#### Objectives

Through the partnership with Hernando County Sheriff's Office (HCSO) listed below and its Public Safety Answering Points (PSAPs), NGA 911 (NGA) will provide the most efficient path to achieve end-to-end Internet Protocol (IP) call delivery and call processing.

Hernando County Sheriff's Office	18900 Cortez Blvd Brooksville, FL 34601
Hernando County Detention Center	16425 Spring Hill Dr Brooksville, FL 34604

NGA is a pioneer in in the development of a cloud-based NG9-1-1 Core Services (NGCS) platform and through participating in NENA Industry Collaboration Events (ICE); recognized disconnect between the perception of "i3" standard and the need for a testbed to validate, test, and optimize NG9-1-1 implementations well before they are made operational. Since 2016, NGA has partnered with Texas A&M to provide an i3 compliance testbed and it is that testbed which is the cutting edge foundation of the enclosed Statement of Work (SOW).

#### 2. Relationship Expectations

NGA is committed to a long-term relationship with HCSO. Outlining future innovation, growth, and partnership for the sustainability of their operations.

#### 3. Scope of Services Provided

This project requires NGA to provide an Emergency Services IP Network (ESInet) and Next Generation Core Service (NGCS) which includes Text to 911 as a service to HCSO. The work described in the following sections includes designing the components necessary for properly functioning systems and the furnishing of all labor, materials, equipment, drawings, engineering, testing, training services, and criteria necessary for the successful installation and operation of ESInet and NGCS network.

#### 3.1. ESInet

#### 3.1.1.NGCS Functional Elements

The NGA NGCS solution includes the following functional elements:

- Legacy Network Gateway (LNG)
- Legacy Selective Router Gateway (LSRG)
- Border Control Function (BCF)
- Emergency Services Routing Proxy (ESRP)

- Policy Routing Function (PRF)
- Emergency Call Routing Function (ECRF)
- Location Validation Function (LVF)
- Spatial Interface (SI)
- Location Database (LDB)/Location Information Server (LIS)
- Network Time Protocol and Time Source
- The above functional elements provide several services including:
  - o The Domain Name Servers (DNS) which is part of the ESInet
  - The Management Information System (MIS) which is part of the
     Network Management System (NMS)/Operational Support System (OSS)
  - The LDB is built, in part, upon Master Street Address Guide (MSAG)
     Conversion
  - o The SI and contents of the ECRF are supported by Geocoding
  - o The LoST Servers are tied to the ECRF, the HELD Servers and the ADR information collected from the OSPs, the OSPs information service providers, and other sources are applied to the LIS for querying.

#### High-level NGCS Functional Elements Project Deliverables:

Task	Assigned To	Due
Provide Policy Routing Rules (PRR)	HCSO	Within 45 Days of Contract Award and Project Kick-off Meeting
Provision Functional Elements	NGA	Within 6 Months of Contract Award
As Built ESInet Drawings	NGA	30 Days of System Acceptance

#### 3.1.2. Architecture

NGA will provide the following ESInet Architecture:

- Diverse routes and dual entrance into data centers and the cloud-based network core facilities
- No single points of failure
  - o 2 Fiber Connections (Diverse Carriers)
  - Minimum of 2 LTE Connection
  - o 1 Starlink Satellite Antenna 18900 Cortez Blvd Brooksville, FL 34601
- Use of open standards-based protocols
- SBC for Viper; Supports IPv4 and IPv6 dual protocol stacks
- Supports Bidirectional Forwarding Detection
- Supports IP multicast routing and switching
- Supports Quality of Service (QoS) marking using Differentiated Service Code Point (DHCP)

- Support downtime of no more than five (5) minutes per year (99.999% uptime)
- Provide a Mean Opinion Score (MOS) of 4.0 or better
- Capable of interfacing with other i3-compliant ESInet
- Failure of any single instance of a hardware or software element, or physical connection, will not negatively impact overall solution performance
- All network-connected elements will support at least two (2) redundant network interfaces
  - Each PSAP facility will have two (2) geo diverse fiber connections from two (2) diverse carriers with north/south entrances (where possible)
  - Each PSAP will have three (3) tertiary back-up (2) LTE connections, AT&T
     FirstNet, Verizon Frontline and (1) Starlink Satellite Antenna

#### High-level Architecture Deliverables:

Task	Assigned To	Due
Draft Design ESInet Drawings	NGA	Within 45 days of Contract Award and Project Kick-off Meeting
Draft Call Flow	NGA	Within 45 days of Contract Award and Project Kick-off Meeting
Network Interface Specifications	NGA	Within 45 days of Contract Award and Project Kick-off Meeting

#### 3.1.3. Facilities

#### NGA will provide:

- Power sources that will be redundant and diverse (e.g., at least two (2) separate circuits) with connectivity to the UPS system and generator backup for a minimum of twenty-four (24) hours
- Redundant entrance facilities for data centers
  - NGA facilities are Tier III and Tier IV which have North and South redundant entrances on separate conduits
- Diverse provider facilities
- Secured and dedicated rack space
- Minimum Tier 3 Rated
- Hardened facilities that can withstand F5-category winds up to 318 miles per hour

#### High-level Project Facilities Deliverables:

Task	Assigned To	Due
Site survey of Primary PSAP	NGA	30 Days of Contract Award and Project Kick-off Meeting
Site survey of Backup PSAP	NGA	30 Days of Contract Award and Project Kick-off Meeting
Primary PSAP Remediation	NGA	60 Days of Contract Award and Project Kick-off Meeting
Backup PSAP Remediation	NGA	60 Days of Contract Award and Project Kick-off Meeting
Analyze current configuration and identify other Data Centers needs	NGA	30 Days of Contract Award and Project Kick-off Meeting
Order new equipment, install, and configure Data Center and PSAP	NGA	90 Days of Contract Award and Project Kick-off Meeting
Order, Install, Configure PSAP Circuits	NGA	90 Days of Contract Award and Project Kick-off Meeting
Confirm Data Center Readiness	NGA	100 Days of Contract Award and Project Kick-off Meeting
Confirm PSAP Readiness	NGA	100 Days of Contract Award and Project Kick-off Meeting

#### 3.1.4. Originating Service Provider and Selective Router Migration

#### The NGA solution will:

- Integrate all OSP connectivity for wireline, wireless, and VoIP traffic, as well as multiline telephone systems (MLTS)
- Coordinate with HCSO to obtain Letter of Authority (LOA)
- Establish interconnection and commercial agreements and trunking
- Coordinate with telecommunications providers and manage circuit order processes to including testing and integration
- Manage all adds, moves, changes, and deletions of connections to OSPs, both TDM and/or IP-based, monitor these connections, and proactively work with respective OSPs to resolve problems as they occur
  - o Build out LNG for TDM connectivity
- Coordinate and execute connectivity to legacy selective routers to support transfers to neighboring agencies not served by HCSO's NG9-1-1 solution
  - o Build out LSRG
- Define and manage all processes associated with split and/or consolidated rate centers, local number portability, national number portability
- Support transition of both TDM and SIP ingress to the ESInet

#### High-level OSP and SR Migration Deliverables:

Task	Assigned To	Due
Obtain Letter of Authority (LOA)	HCSO	Within 30-45 days of Contract Award
Establish Interconnect Agreements	NGA	Within 45 days of Contract Award and after receipt of LOA
Coordinate OSP Connectivity (Establish Weekly Planning Calls from contract execution through Final Traffic Migration)	NGA	Within 30 Days of Contract Award and Project Kick-off Meeting
Circuit testing and integration	NGA	Within 45 Days of Contract Award and Project Kick-off Meeting
Identify POIs and Aggregation Points	NGA	Within 30 Days of Contract Award and Project Kick-off Meeting
Develop Transition Schedule	NGA	Within 60 Days of Contract Award and Project Kick-off Meeting
Coordinate OSP Testing	NGA	TBD – Based OSP Schedule
Define and manage processes associated with split rate centers	NGA	Within 45 Days of Contract Award
Define, design transfers between PSAPs on/off net	NGA	Within 60 Days of Contract Award and Project Kick-off Meeting
PSAP Profile including Selective Router	NGA/HCSO	Within 45 days of Contract Award and Project Kick-off Meeting

#### 3.1.5. ALI Transition

NGA will provide the following services to support the transition from legacy ALI to i3 functional elements:

- Master Street Address Guide (MSAG) conversion service
- Service Order Input (SOI) process for subscriber records
- Integration and provisioning for MLTS databases
- · pANI provisioning and shell records management
  - o Including trunk-based routing for corrupted/unresolved ESRK
  - o Define Default routing for No Record Found, Shell Records
- Manage the transition to include coordination of all provider records from the legacy ALI database to the replacement LDB and facilitate any dual provisioning necessary during the transitional phases of the project
  - o Provide reporting for all data within the LDB via a web-based tool

#### 3.1.6.Logging and Recording

NGA will provide the following Logging and Recording capabilities:

- Support for EIO and IDX (once ratified by NENA)
- Discrepancy reporting
- · Logging and recording
- · The run-on-demand dynamic reports from the reporting UI
- Multi-tenant partitioning of logs and call data, allowing for partitioned reporting, based on role
- · Support for entering call notes
- Support Data, Voice, and/or Video
- Standard reports
  - o Call Reports
  - o SIP Error Reports within the ESInet
  - o ECRF and LIS/LDB location queries and results
  - o ESRP/PRF routing reports (errors and successes)
  - o Location discrepancy reports
  - Reports are available from ESInet and NGCS
- Support for ad hoc reports and creation of customized report templates
- Support for automated report generation and distribution

Task	Assigned To	Due
Identify User Profile	HCSO	within 30 days of Contract Award and Project Kick-off Meeting
Build User Profiles	NGA	within 45 days of receipt from HCSO
End User Training of Reports in Network Management System	NGA/HCSO	TBD

#### 3.1.7. Training

NGA will provide a minimum of:

- One (1) Admin training session
- One (1) Train the Trainer Session to accommodate twenty (20) people
- Four (4) End User in person training sessions
- Access 24x7x365 to training manuals
- Annual on-line refresher training for the life of the contract upon request.

Training Sessions will include, at a minimum:

- SI user's interface tools
- Reporting and logging tools
- Incident reporting and ticketing tools

- Dashboards
- Change-management requests, processes, and tools
- PRF policy management
- GIS tools and procedures
- Subscriber Order Input (SOI) update procedures
- LVF procedures

Additional training sessions can be added to the HCSO(s) if determined necessary after contract award.

Task	Assigned To	Due
Develop a Training Plan including scheduling, class size, location, recording, personalization	NGA/HCSO	Within 90 Days of Contract Award and Agreement of the Call Handling Project Plan
Provide Admin Training to the Admins	NGA	30 days prior to the PSAP "Go Live" date
Provide personnel information for building of role permissions in the Web-Portal	HCSO	30 days prior to the PSAP "Go Live" date
Train the Trainer	NGA	Within 14 days prior to the each PSAP deployment
Provide Training to the PSAP	NGA	Within 14 days prior to the each PSAP deployment

#### 3.1.8. Security

NGA will provide the following Security policies/functions:

- Maintain a completed NENA NG-SEC compliance matrix
- Maintain a Security Plan (physical and network)
- Maintain a credentialing plan/process for external entities
- Adhere to any local/state standards for data security and encryption
- Perform proactive analysis of the network for vulnerabilities
- Provide a defined Continuity of Operations Plan (COOP) as well as a Disaster Recovery Plan (DR). Final draft to be approved by HCSO.
- Provide access reports from facilities down to the individual device level
- Require multi factor authentication for any access to externally accessible portals, user interfaces (UIs), etc. (Policy Routing Function portal, reporting portal, system dashboards, etc.)

<sup>\*</sup>All training will be held during mutually agreed upon dates/times.

#### 3.1.8. Security - Continued

Task	Assigned To	Due
Security Plan aka Security Policy Note	NGA	Ongoing
Establish PSAP Credentialing Method	NGA/HCSO	45 Days of Contract Award and Project Kick-off Meeting
Continuity of Operations Plan	NGA	45 Days of Contract Award and Project Kick-off Meeting
Disaster Recovery Plan  NGA  45 Days of Contract Kick-off Meeting		45 Days of Contract Award and Project Kick-off Meeting
Establish multi-factor authentication	NGA	45 Days of Contract Award and Project Kick-off Meeting

#### 3.1.9. Monitoring and Alarming

NGA will provide the following:

- Physical access monitoring and reporting of NGCS host sites
- Automated network node monitoring and alarming
- Integrated alarming and ticketing system
- Ability to display network node status in a client-faced dashboard
- · Event logging and reporting
- User-definable notification levels and recipients, text, or email delivery options

Task	Assigned To	Due
Physical Access Reports	NGA	Within 5 calendar days upon request
Establish credentialed personnel list	NGA/HCSO	60 Days of Contract Award and Project Kick-off Meeting
Monthly reports on physical access to NGA ESInet and NGCS facilities (Include successful and failed attempts)	NGA	10 <sup>th</sup> of every month:  If the 10 <sup>th</sup> is not a business day, then the due date is required to be done on the next business day
Define and establish alarm settings	NGA/HCSO	. TBD
Define and establish alarm event notification	NGA/HCSO	ТВО
Develop Dashboards	NGA	TBD
Access to Administrative Portal	NGA	ТВО

<sup>\*</sup>TBD dates will be mutually agreed upon during the Project Kick-off Meeting and NGA will deliver the Call Handling Solution Project Plan for HCSO Review and Acceptance

#### 3.1.10. Service Validation

#### NGA will support:

- Independent third-party validation of feature functionality
- SIP Messaging, call detail records, and/or call logs to verify compliance with contractual obligations
- Documentation of completed results from Acceptance Test Plans
- Draft and Final Acceptance Test Plans to be reviewed with the HCSO, PSAP, and any other identified Stakeholders

Task	Assigned To	Due
Draft Acceptance Test Plan	NGA	14 days prior to cutover
Final Acceptance Test Plan Results	NGA	7 days upon completion of Acceptance Test Plan

#### 3.1.11. Pre-Cutover Acceptance Criteria

- Confirmation and documentation of equipment configuration
- · Confirmation and documentation of control, monitoring, and alarm solutions
- Acceptance Test Plans and documentation
  - Certificate of Acceptance PSAP to sign after thirty (30) consecutive calendar day soak
- During testing, if the HCSO identifies a solution test that fails, the HCSO will
  provide NGA with a written description of what test failed and why. The HCSO
  also will provide NGA with an expected amount of time that will be allowed to
  resolve the identified failed test case scenario.

Task	Assigned To	Due
Provide equipment configuration designs	NGA	TBD
Provide documentation of control, monitoring, and alarm solutions	NGA	TBD
Provide Acceptance Test Plans	NGA	Within 45 days of Contract Award and Project Kick-off Meeting
Provide punch list	NGA/HCSO	TBD
Provide Certificate of Acceptance (COA) Form	NGA	TBD

<sup>\*</sup>TBD dates will be mutually agreed upon during the Project Kick-off Meeting and NGA will deliver the Call Handling Solution Project Plan for HCSO Review and Acceptance

#### 3.1.12. Cutover Coordination

NGA will support/provide:

- The coordination of cutover activities with all service providers, HCSO staff, and PSAP personnel
- A detailed mutually agreed upon cutover plan
- Coordinate conference calls with all Stakeholders
- Supporting documentation

Task	Assigned To	Due
Provide a Cutover Plan	NGA	60 days after Contract Award and Project Kick-off Meeting
Cutover Plan approval	HCSO	90 days after Contract Award and Project Kick-off Meeting
Provide Cutover Team information (name, title, email, mobile number)	NGA	Included in PSAP Specific Cutover Plan

#### 3.1.13. Preliminary Test Plan

NGA will support the following:

- Provide a preliminary test plan that contains testing processes for all components in the proposal
- Provide Action Item Register and IML (Issues Management Log) that can be tracked and measured for the duration of the project

Task	Assigned To	Due
Provide a Preliminary Test Plan	NGA	60 days after Contract Award and Project Kick-off Meeting
Preliminary Test Plan approval	HCSO	90 days after Contract Award and Project Kick-off Meeting

#### 3.1.14. PSAP Final Acceptance Testing

- PSAP final acceptance testing, providing confirmation that NGA's solution operates during day-to-day use in each live PSAP environment. The acceptance period will be thirty (30) consecutive calendar days
- NGA confirms that the solution will perform in compliance with the incorporated RFP.
- Should a failure occur, NGA and the HCSO will follow the below process:
  - o The HCSO will provide a written notification to NGA

- NGA will remedy the non-compliance per the SLAs and Service Management Performance sections of the contract and will provide written notification of the remedy to the HCSO
- The final acceptance testing period will restart upon the HCSO's written notification of acceptance of the remedy, or ten (10) business days, whichever occurs first
- The procedure will continue until compliance over the testing period, thirty (30) consecutive calendar soak in, is achieved and the acceptance notice mutually executed

Task	Assigned To	Due
Provide Certificate of System Readiness form	NGA	TBD
Execute Certificate of System Readiness form	HCSO	TBD
Provide Certificate of Final Acceptance (CFA)	NGA	30 consecutive calendar days post cutover

<sup>\*</sup>TBD dates will be mutually agreed upon during the Project Kick-off Meeting

#### 3.1.15. System Final Acceptance Testing

- Final System Acceptance testing will not start until the HCSO has successfully completed the PSAP final acceptance testing. The testing period will be sixty (60) consecutive calendar days
- NGA will confirm that the solution performs in compliance with the incorporated RFP. If a failure occurs, NGA and the HCSO will follow the below process:
  - The HCSO will provide a written notification to NGA
  - NGA will remedy the non-compliance per the SLAs and Service Management Performance sections of the contract and will provide written notification of the remedy to the HCSO
  - The final system acceptance testing period will restart upon the HCSO's written notification of acceptance of the remedy, or three (3) business days, whichever occurs first
  - The process will continue until the final system acceptance testing period is achieved (60 consecutive calendar days) and the acceptance notice is mutually executed
- The following fault categories are defined for use during the final acceptance testing process:
  - Priority One (1) Fault A critical system fault that renders the solution even partially inoperable.
  - Priority Two (2) Fault A major system fault that significantly reduces the solution's performance and functionality. These minor faults are

- operational in nature and only are acceptable while in the final acceptance phase.
- Priority Three (3) Fault A minor system fault that marginally affects system performance and functionality. These minor faults are operational in nature and only are acceptable while in the final acceptance phase.
- Priority Four (4) Fault A combination of minor system faults and items
  that are on the punch list. These are items that have minimal or no
  effect on system performance and functionality, and only are acceptable
  while in the final acceptance phase.
- All HCSO detected Faults will be documented, and the documentation will include a limited, but reasonable time-period, in which the Fault is to be resolved by NGA.

Task	Assigned To	Due	
Provide Certificate of System Readiness form	NGA	TBD	
Execute Certificate of System Readiness form	HCSO .	TBD	
Notice of System Final Acceptance	HCSO	TBD	

#### 3.1.16. Migration Plan

- Provide a detailed migration plan that includes a full description of the methods and procedures that will be employed to ensure a non-service-affecting migration from the current environment to the new system
- Provide recommended transition tasks
- The plan will include a fallback procedure to restore the HCSO to a pre-migration operational state in the event of a catastrophic failure

Task	Assigned To	Due
Provide PSAP Draft Migration Plan	NGA	30 days after Contract Award and Project Kick-off Meeting

#### 3.1.17. NOC/SOC

#### NGA NOC/SOC will:

- Be staffed 24/7/365
- Able to accept tickets, submitted by phone, email, and direct IT Service
   Management user access for incidents, problems, and changes
  - By Phone
  - o By Email
  - By logging into the NGA Web-Portal
- Perform outward notifications and updates of customer tickets through phone, email, and text
- Provide an executive dashboard with (near) real-time updates of tickets and network status, availability, and performance
- Comply with Service Level Agreements (SLAs) for notifications and ticket resolution
- Provide access to technical staff for escalations with established escalation procedures
- · Provide Tier I support, network and security monitoring, and troubleshooting

Task	Assigned To	Due
Obtain letters from PSAPs requesting Text to 9-1-1 and RTT	NGA	30 days of contract award and Project Kick-off Meeting
Register PSAPs with FCC	NGA/HCSO	7 days of obtaining letters of request from PSAP
Coordinate with OSPs for delivery of Text to 9-1-1 and RTT	NGA	Immediately upon registration
Training	NGA/HCSO	TBD - Schedule developed with PSAP
Implementation	NGA	TBD
Test and Acceptance	NGA/HCSO	TBD

#### 4. Payment Milestones

#### 4.1 Non-Recurring (NRC) Payment Triggers

Milestone	Description	Percent of NRC		
Project Execution	At agreement signing	10%		
Phase 0	Pre-Planning Plans completed and accepted	10%		
Phase I	Final Plans completed and accepted	15%		
Site Survey and Network Requirements Compete	Design Plan and Site Survey Complete, NG Trunks ordered and installed	20%		
Interface and Implementation Complete	ESInet/NGCS implemented; Network testing begins	20%		
Training and Cutover	All training complete and system cutover complete. Entered system soak	25%		

#### 4.2 Monthly Recurring (MRC) Payment Milestone Triggers:

Milestone	Description	<b>MRC</b> \$3,000		
Install of NG Trunks	Upon Completion of installation and Test/Acceptance			
First Live OSP	Cutover to Live	25%		
Second Live OSP	Cutover to Live	50%		
Third Live OSP	Cutover to Live	75%		
Fourth and all additional Live OSP	Cutover to Live	100%		

#### 5. Draft Master Schedule and Project Plan

- 5.1. Project Kick-off Meeting will be scheduled within 14 days of Full Contract Execution. During the Project Kick-off Meeting NGA, in collaboration with HCSO, will:
  - Establish Communication Process and Project Planning Meeting Cadence
    - o NGCS / ESInet
    - o Call Handling Solution
    - o PSAP Activities
  - Identify Key Resources/Stakeholders for input into Project Planning Meetings
  - Review Provided Draft Master Schedule
  - Develop a mutually agreed upon RACI Chart
  - · Review Executed Contract, including but not limited to:
    - o Roles and Responsibilities (RACI)
    - o Technical Solution Review
    - Timeline Expectations
    - o Implementation, Training and Support Expectations

<sup>\*</sup>Dates to be finalized upon mutual agreement during the Project Kick-off Meeting, additional subtasks will be incorporated into the Master Schedule and Project Plan. The Start Date is to show an example only, actual dates will be assigned during Project Kick-off Meeting.

Task No.	Task Name	Duration (days)	Start	Finish	Predecessors	Resource Names
1	PSAP Deployment Project	196	12/31/2022			
2	Contract Execution	0	12/31/2022	12/31/2022		ALL
3	Kick off Meeting	0	1/30/2023	1/30/2023	2	ALL
4	Phase 1: Project Planning & Documentation	74	1/1/2023	3/16/2023	3	NGA 911, PSAP
10	Phase 2: Infrastructure	99	1/30/2023	5/9/2023	3	NGA 911
11	Site Surveys & Remediation	48	2/13/2023	4/2/2023		NGA 911, PSAP
15	ESInet/NGCS	45	1/30/2023	3/16/2023		NGA 911
24	Data Centers & PSAP	67	3/3/2023	5/9/2023		NGA 911, PSAP
29	OSPs	82	2/13/2023	5/6/2023		NGA 911, OSP, PSAP
36	Phase 3: Implementation	140	1/28/2023	6/17/2023	3	ALL
54	Phase 4: Testing & Training	31	6/10/2023	7/11/2023	36	ALL
60	Phase 5: Cutover	70	7/11/2023	9/19/2023	54	ALL
68	Phase 6: Day 2 Support	33	9/20/2023	10/23/2023	60	NGA 911, PSAP

# Hernando Co. Approved Agreement for Installation of Emergency Services Internet Protocol Network (ESInet) and Next Generation Core Services With NGA 911, LLC (LS11894)

Final Audit Report 2023-04-05

Created: 2023-04-05

By: Emily Klahn (emily.klahn@nga911.com)

Status: Signed

Transaction ID: CBJCHBCAABAA33JKQm7D-MJXpbPGL0d7E-QC1v9ULWko

"Hernando Co. Approved Agreement for Installation of Emergen cy Services Internet Protocol Network (ESInet) and Next Genera tion Core Services With NGA 911, LLC (LS11894)" History

- Document created by Emily Klahn (emily.klahn@nga911.com) 2023-04-05 4:15:21 PM GMT
- Document emailed to Ishka Villa (ishka@nga911.com) for signature 2023-04-05 4:16:11 PM GMT
- Email viewed by Ishka Villa (ishka@nga911.com) 2023-04-05 5:04:52 PM GMT
- Document e-signed by Ishka Villa (ishka@nga911.com)
  Signature Date: 2023-04-05 5:05:25 PM GMT Time Source: server
- Agreement completed. 2023-04-05 - 5:05:25 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted