September 24, 2021

MEMORANDUM

TO: Mayor Craig A. Moe
            President Nicholas and the Laurel City Council
FROM: Kevin P. Frost, Chief Information Officer
SUBJ: **AVAYA TELEPHONE SYSTEM UPGRADE**

The Department of Information Technology has a project to upgrade the City's Avaya phone system. This is a major version software upgrade for the phone system. At the same time, we will be integrating Avaya 911 Secure into our phone system. The installation of Avaya 911 Secure is necessary for us to comply with two new Federal laws. Kari's law and Ray Baum's Act are both in effect and it is important we complete this project to comply with their requirements. Attached to this memo is information on both laws.

Our Avaya vendor is ConvergeOne of Bloomington, MN. ConvergeOne is a Master Contractor on the State of Maryland PBX III Telecommunications Equipment and Services Master Contract 060B1400048.

Funding is provided in FY2021-2026 and FY2022-2027 CIP Information Technology project. The cost of the project is $106,585.63.

It is recommended that the Mayor and City Council award ConvergeOne of Bloomington, Minnesota a $106,585.63 contract for the software upgrade of our Avaya phone system and the installation and configuration of Avaya 911 Secure, in accordance with the State of Maryland PBX III Telecommunications Equipment and Services Master Contract 060B1400048.

Should you have any questions or desire further information, please contact me at extension 2310.

Reviewed:
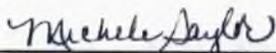
Michele Saylor   9/24/2021
———————————————   ————————————
S. Michele Saylor, Director   Date
Director of Budget and Personnel Services

Cc: Lou Ann Crook, City Administrator
       Christian L. Pulley, Deputy City Administrator

📄 A Guide to Kari's Law and Ray Baum Act: Now and in the Future

To make it easier for individuals to call 911 and for first responders to pinpoint the location of callers, Congress recently enacted two new laws: Kari's Law and the Ray Baum Act. These two laws aim to make it easier than ever to call 911 in an enterprise setting and direct first responders to 911 callers as quickly as possible.

What is Kari's Law?

Kari's Law, which took effect February 16, 2020 and named after Kari Hunt Dunn, affects organizations that own or operate their phone system, including hosted services such as Cisco HCS, or UCM Cloud. This legislation requires enterprise phone systems to:

1. Enable dialing 911 directly without requiring a prefix or outside code
2. Notify an on-site party such as the receptionist or security manager when an emergency call is placed from within the organization
3. Send a valid callback number that a 911 dispatcher can utilize to reconnect with the 911 caller. You should not send the main number of your office as it could connect the dispatcher to a receptionist or auto attendant, instead of the 911 caller

Who was Kari Hunt Dunn?

Kari's Law is named in honor of Kari Hunt Dunn, whose case highlighted how such a simple, easily corrected configuration error could have fatal consequences.

Kari was the victim of homicide after being attacked by her estranged husband in a Texas motel room. And though her 9-year-old daughter tried desperately to call 911 for help, she was unable to connect because she didn't know the motel's phone system required a nine be dialed first to make an outside call. Further, no one

within the hotel knew anything was wrong as there were no notifications of the attempts to reach 911.

What is the Ray Baum Act?

The Ray Baum Act, which took effect in January 2021, requires all enterprise organizations to provide automated **dispatchable location information** whenever a 911 call is placed using your phone system and provide the 911 dispatcher with a valid callback number so they can connect directly with the original 911 caller.

This means that all phone systems need to provide 911 dispatchers (officially called PSAPs, public safety answering points) with detailed location information so they can pinpoint the caller's exact location.

A **dispatchable location includes more than just a valid street address**; it also requires information such as the **building, floor, suite, or room number** and may include additional directional information (for example, break room, second floor, southwest corner).

This information is critical because many enterprise and campus environments include a collection of multi-story buildings with multiple rooms and complex layouts, which can make it difficult for individuals who aren't familiar with the layout (such as first responders) to locate the exact source of the 911 call.

This information is essential if the 911 caller cannot speak (because they are choking or have trouble breathing because of a severe allergic reaction) or are otherwise incapacitated.

Providing a valid callback number poses a challenge for many organizations, whose phone systems are likely configured to provide only the main business phone number when a call is placed to an outside line. Unfortunately, when this main number is called back, it will connect the 911 dispatcher to the receptionist or an automated system instead of the individual who placed the 911 call.

Because of the callback and notification requirements, many phone systems are currently not configured to comply with Ray Baum and require configuration and potentially additional software solutions.

Dispatchable Location Information for Remote Workers

All organizations' business phone systems will be legally required to provide dispatchable location information for their remote workers starting **January 6, 2022**. Dispatchable location information (in this case, their current and correct address) for workers connecting to the office from home, a hotel, or any other location (such as their local coffee shop) must be automatically sent to 911 dispatchers.

ConvergeOne

Master Sales Agreement #: C12273-PSMTMS
Master Maintenance Agreement #: C12273-PSMTMS

Date: 8/13/2021
Page #: 1 of 4
Documents #: OP-000529511
SO-000575283
Solution Name: City of Laurel R8 Upgrade
Customer: City of Laurel

Solution Summary

City of Laurel R8 Upgrade

Customer: City of Laurel	**Primary Contact:** Kevin Frost
Ship To Address: Install Sites	**Email:** KFrost@laurel.md.us
Bill To Address: 8103 Sandy Spring Rd Laurel, MD 20707	**Phone:** (301) 725-5300
Customer ID: CITLAU0001	**National Account Manager:** Jason Dowell
Customer PO:	**Email:** JDowell@convergeone.com
	Phone: +14433931522

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	$30,418.62		One-Time		$30,418.62
Professional Services	$73,722.00		One-Time		$73,722.00
Maintenance					
Manufacturer Support*	$619.29	$825.72	Annual		$1,445.01
911SECURE Maintenance	$1,000.00		Prepaid		$1,000.00
Project Subtotal	**$105,759.91**				**$106,585.63**
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	**$105,759.91**				**$106,585.63**

*If the term includes an amount of time that is not a full 12 months, payment for the partial year will be included in the Price. After the initial payment, the remaining years of the term will be billed on an annual basis in advance. Customer agrees to pay the remaining payment(s) when invoiced.

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.convergeone.com/online-general-terms-and-conditions/ . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: https://www.convergeone.com/online-general-terms-and-conditions/ . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.