

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

CONSENT AGENDA
SECOND PAGE

FEBRUARY 18, 2010

(Continued)

- (12) Suwannee River Economic Council, Inc. – (S.H.I.P.) – Release of Lien Agreement – Danielle Steinhauser - \$4,000.00**
 - (13) Suwannee River Economic Council, Inc. – (S.H.I.P.) – Release of Lien Agreement – Keithon M. Lee - \$4,000.00**
 - (14) External Budget Amendment – Winfield Solid Waste – BA #09-11 – Temporary Wal-Staff Employee Funding - \$3,500.00**
 - (15) External Budget Amendment – Sheriff's Office - #4 – BA # 09-12 – Subsistence Cost Generated by Detention Facility - \$1,983.41**
-

AGENDA
SECOND PAGE

STAFF MATTERS:

HONORABLE RONALD W. WILLIAMS, CHAIRMAN

DISCUSSION AND ACTION ITEMS:

- (1) Public Works – Columbia County Guardrail Inventory**
- (2) Committee Appointment Recommendations (see attached list)**
- (3) 9-1-1 Communications Committee Recommendations:**
 - (a) 9-1-1 Answering Equipment – State Grant Purchase**
 - (b) Emergency Medical Dispatch (EMD) – Priority Dispatch Contract**
 - (c) Imagetrend Software**

Marlin Feagle, County Attorney

- (1) Set Public Hearing to Repeal Plum Creek Land Use Amendment Ordinances Adopted 2007 & 2009**
- (2) Set Public Hearing for 2010 Plum Creek Land Use Amendment Ordinance**

#12

Prepared By:
Stacey L. Syrek
VyStar Financial Group LLC dba VyStar Title Agency
4441 Wesconnett Blvd.
Jacksonville, Florida 32210

SATISFACTION of MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that
Columbia County

The undersigned owner and holder of a certain mortgage deed executed by

Danielle L. Steinhauer

to

Columbia County

Bearing the date of June 2, 2003, recorded in Official Records Book 984, Page 1886, in the office of the Clerk of the Circuit Court of Columbia County, State of Florida; securing a certain note in the principal sum of Ten Thousand dollars & no cents (\$10,000.00) and certain promises and obligations set forth in said mortgage deed, upon the following described property, situate, lying and being in Columbia County, State of Florida, to wit:

Lot 6, Block 6 of SHADY OAKS ACRES, UNIT 2 ADDITION, a subdivision, according to the Plat thereof as recorded in Plat Book 4, Page(s) 34, of the Public Records of COLUMBIA County, Florida.

WHEREAS, Danielle L. Steinhauer, have paid to Columbia County, Florida the sum of \$4,000.00 in reimbursement and repayment of funds paid to or for the benefit of, Columbia County, to assist in the purchase of the above described property. NOW, THEREFORE, in consideration of the Sum of \$4,000.00, and other good and valuable considerations, the receipt whereof are hereby acknowledged, County, Florida, hereby releases and cancels the lien held against the above described real property by virtue of the aforescribed lien agreement under State Housing Initiatives Partnership Program.

Hereby acknowledges full payment and satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

WITNESS my hand(s) and seal(s), this _____ day of _____, 2010.

Signed, sealed and delivered
in the presence of:

(Print or Type Witness Name below signature)

(Print or Type Witness Name below signature)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 2010 by _____, who is personally known to me or who produced _____ as identification.

Notary Public
(Please Print or Type Notary Name)

#13

Prepared by and return to:
Heritage Title Services of North Florida, Inc.
201 Parshley St SW
Live Oak, Fl 32064

RELEASE OF LIEN AGREEMENT UNDER
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

WHEREAS, Keithon M. Lee executed and delivered unto Columbia County, Florida, a political subdivision existing under the laws of the State of Florida, that certain lien agreement under State Housing Initiatives Partnership Program dated July 30, 2003, and recorded August 5, 2003, in Official Record Book 990, Page 1825, public records of Columbia County, Florida, granting to ^{Columbia} ~~Lafayette~~ County, Florida, a lien against the following described real property situated in ^{Columbia} ~~Lafayette~~ County, Florida, to-wit:

AS DESCRIBED THEREIN

WHEREAS, Keithon M. Lee have paid to Columbia County, Florida, the sum of \$4,000.00 in reimbursement and repayment of funds paid to or for the benefit of Columbia County to assist in the purchase of the above described property.

NOW, THEREFORE, in consideration of the sum of \$4,000.00, and other good and valuable considerations, the receipt whereof are hereby acknowledged, Columbia County, Florida, hereby releases and cancels the lien held against the above described real property by virtue of the aforescribed lien agreement under State Housing Initiatives Partnership Program.

IN WITNESS WHEREOF, Columbia County, Florida, a political subdivision existing under the laws of the State of Florida, has caused these presents to be executed this ____ day of _____, 2010.

Signed, Sealed and Delivered
In the presence of:

COLUMBIA COUNTY, FLORIDA

By: _____

Witness Printed Name: _____

Its _____

Witness Printed Name: _____

ATTEST:

STATE OF FLORIDA
COUNTY OF

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 2010, BY

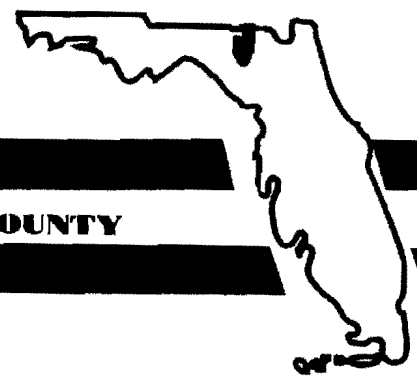
WHO IS PERSONALLY KNOWN OR WHO HAS
PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

SEAL

#14

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Fritsina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

BUDGET AMENDMENT

2009-2010

NUMBER: BA 09-11

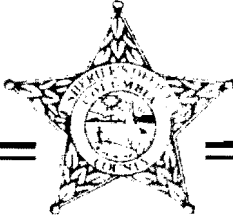
FUND: LANDFILL

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
401.8400.584.9099 Contingency	401.3400.534.1013 Temporary Labor	\$3,500.

DESCRIPTION: TEMPORARY WALSTAFF EMPLOYEE

REFERENCE:

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.



Sheriff Mark Hunter

COLUMBIA COUNTY SHERIFF'S OFFICE

4917 US Hwy. 90 East • Lake City, Florida 32055-6288
www.columbiasheriff.com

#15

#BA 09-12

February 15, 2010

Honorable Ron Williams, Chairman
Board of County Commissioners
P.O. Drawer 1529
Lake City, FL 32056

Dear Mr. Williams,

Attached you will find Budget Amendment #4 for fiscal year 2009-2010 in the amount of \$1,983.41 (checks attached) which represents payment of subsistence costs generated at the Detention Facility for the period of January 2010. These prisoner subsistence costs were collected under Florida Statute 951.033.

As approved by the Board, this will be placed in the appropriate line items to offset some prisoner costs with the Detention Facility.

Your full consideration to this request will be greatly appreciated.

Sincerely,

Mark Hunter
Sheriff, Columbia County

By: 
Kelly Crews, Comptroller

cc: Dale Williams, County Coordinator
Accounting Department

RECEIVED
FEB 16 2010

Board of County Commissioners
Columbia County

COLUMBIA COUNTY
SHERIFF'S OFFICE

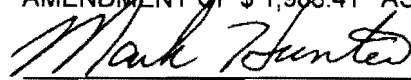
BUDGET ACCOUNT AMENDMENT
FY: 2009-2010 No. 4

DATE REQUESTED
02-22-10

TO: COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

I HEREBY REQUEST APPROVAL FOR A BUDGET
AMENDMENT OF \$ 1,983.41 AS SET FORTH BELOW:

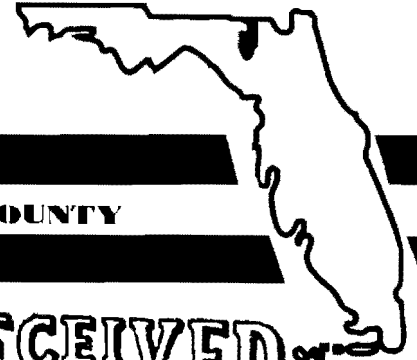
NOTE: Jail Subsistence Fees
(Jan. 2010)



SHERIFF, COLUMBIA COUNTY

BUDGET ACCOUNTS	ORIGINAL BUDGET OR LAST AMENDMENT	AMENDMENTS REQUESTED	BUDGET W/AMENDMENT REQUESTED
LAW ENFORCEMENT:			
PERSONAL SERVICES	\$5,010,174.00	\$0.00	\$5,010,174.00
OPERATING EXPENSES	\$1,258,125.00	\$0.00	\$1,258,125.00
CAPITAL OUTLAY	\$148,075.00	\$0.00	\$148,075.00
CONTINGENCY	\$10,000.00	\$0.00	\$10,000.00
SUBTOTAL	\$6,426,374.00	\$0.00	\$6,426,374.00
JUDICIAL:			
PERSONAL SERVICES	\$1,182,204.00	\$0.00	\$1,182,204.00
OPERATING EXPENSES	\$189,746.00	\$0.00	\$189,746.00
CAPITAL OUTLAY	\$16,300.00	\$0.00	\$16,300.00
CONTINGENCY	\$10,000.00	\$0.00	\$10,000.00
SUBTOTAL	\$1,398,250.00	\$0.00	\$1,398,250.00
CORRECTIONS:			
PERSONAL SERVICES	\$2,965,298.00	\$0.00	\$2,965,298.00
OPERATING EXPENSES	\$1,151,815.33	\$1,983.41	\$1,153,798.74
CAPITAL OUTLAY	\$30,000.00	\$0.00	\$30,000.00
CONTINGENCY	\$10,000.00	\$0.00	\$10,000.00
SUBTOTAL	\$4,157,113.33	\$1,983.41	\$4,159,096.74
TOTAL BUDGET:	\$11,981,737.33	\$1,983.41	\$11,983,720.74

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

RECEIVED
FEB 16 2010

Board of County Commissioners
Columbia County

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Public Works Director *[Signature]*
DATE: February 5, 2010
SUBJECT: Columbia County Guardrail Inventory

Please be advised this Department has conducted an inspection of obvious damaged guardrails County wide. This inspection resulted in multiple areas being identified as damaged and in need of replacement. I am attaching the current damaged guardrail listing, with photos and waiting your guidance and advise as to the course of action to be taken.

Budgetary impact to accomplish this task will be approximately \$55,000. Also, please consider minimum qualifications necessary for this task when person/persons are assigned these duties; ensuring FDOT qualified staff and inclusive of a guardrail truck.

Please keep in mind this is not a list of guardrails that are FDOT compliant, only damaged as they currently exist. Please advise course of action you recommend concerning County guardrails and FDOT compliance.

Please do not hesitate to contact me with questions and/or comments, relating to this matter.

/lsg

**Columbia County Public Works Department
Guardrail Issues Identified February 2010**

- | | | |
|----|---|-------|
| 1. | CR 135 – Nogel off of US 90 – tangent | = 14' |
| 2. | Gumswamp – I-10 East & West – tangent | =128' |
| 3. | Scrubtown – tangent, flare end, end treatment | = 80' |
| 4. | Bible Camp – tangent, flare end, end treatment | =510' |
| 5. | SW Iowa – tangent, flare end, end treatment | =108' |
| 6. | CR 18 West of US 41 – tangent, flare end, end treatment | = 14' |
| 7. | Academic Way – tangent = 13'; flare end= 4' | = 17' |

Photos indicating the above issues have been attached for information purposes.



Noegal Rd.



Gumswamp

I-10 West



Gumswamp

I-10 East



Scrubtown



Bubble Camp



Bible Camp



Iowa



18 West of 41
1st rail



Académie

02/03/2010

02/03/2010





02/04/2010

Académie

02/04/2010

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Board of County Commissioners

FROM: Lisa K.B. Roberts, Assistant County Manager
Dewey A. Weaver, Commissioner, District 2
Michele Crummitt, Human Resources Director

DATE: February 9, 2010

SUBJECT: Committee Appointment Recommendations

On Tuesday, February 9, 2010, Commissioner Dewey A. Weaver, Lisa Roberts and Michele Crummitt served as a review committee for Board vacancy appointments. Please find recommendations of individuals to serve on each Board/Council as stated for appointment:

BOARD OF ADJUSTMENT/PLANNING AND ZONING BOARD:

Matt Vann
Teena Ruffo

INDUSTRIAL DEVELOPMENT AUTHORITY BOARD:

Dr. Charles W. Hall

SHIP AFFORDABLE HOUSING ADVISORY COMMITTEE:

Travis Land

CODE ENFORCEMENT BOARD:

Frank Robedeau
1 - vacant position

ANIMAL CONTROL BOARD:

Nicholas Hemes
Glenn Parnell, County Code Enforcement Officer
Sheriff's Office Representative
1 - vacant position

As stipulated above, the Code Enforcement Board and Animal Control Board still have one vacancy each. This is due to limited applications submitted by individuals wishing to serve. Staff will continue to solicit individuals to serve through advertisement of the same.

XC: Dale Williams, County Manager
Brian Kepner, County Planner
Bill Lycan, Code Enforcement
Jim Poole, IDA Director
Jeff Simmons, IDA Representative
Board Nominee File 2010

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.



9-1-1 Communications Committee

To: Columbia County Board of County Commissioners

From: Rusty Noah, Committee Scribe

Date: February 15, 2010

Reference: 9-1-1 Answering Equipment – State Grant Purchase

The Communications Committee is pleased to report that the 9-1-1 upgrade project has reached the phase for replacement of the 9-1-1 answering equipment. Through the work of the Committee the County has been awarded a 9-1-1 grant in the amount of \$424,602.60. This funding is designated for the purchase and installation of the 9-1-1 answering equipment.

As previously presented to and approved by the Board, the Committee has recommended the purchase of the Plant CML system through the vendor A.K. Associates. In order to comply with the County purchasing procedures, A.K. Associates has provided a recent competitively awarded contract with Flagler County, Florida. The Committee is requesting BCC approval to proceed with the purchase of the 9-1-1 answering equipment from A.K. Associates based on the Flagler County contract. The proposed contract language is attached for your consideration and approval, pending legal review. As always, your consideration of this matter is greatly appreciated.

PURCHASE, INSTALLATION AND MAINTENANCE SERVICE CONTRACT

Elite Premier Purchase, Installation and Maintenance Service

This Agreement is entered into between Columbia County, a political subdivision of the State of Florida, (hereinafter called "County") and AK Associates Inc., 326 Porta Rosa Circle, St Augustine, FL 32092 (hereinafter called "Contractor"). It is agreed between "County" and "Contractor" as follows:

The County engages Contractor to provide the 9-1-1 Class Equipment, Installation and AK Elite Premier Maintenance Services as more specifically set forth in Section II, "AK Elite Premier Maintenance Services".

Section I

General Terms and Installation

1. **CHARGES AND PAYMENT.** County agrees to pay the charges specified as and when due. County will be charged and agrees to pay, at Contractor's then current rate, for all services not expressly agreed to be provided in the Contract Documents. Prices and fees are exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future. The County will deliver a certificate of exemption from Florida state sales tax to Contractor. All payments shall be made in accord with the Florida Prompt Payment Act.

A. Compensation to "Contractor:

For the PlantCML Patriot 9-1-1 system as specified in the Contractor Proposal Numbers AK13463B - PlantCML Patriot 911 System, attached hereto as Attachment "A":

PlantCML Patriot System	\$424,602.60
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B. Equipment Payment Schedule

Task	Percentage Due	Amount Due
1. Contract Signing	25%	\$ 106,150.65
2. Equipment Shipped	25%	\$ 106,150.65
3. Equipment Inventory at PSAP	25%	\$ 106,150.65
4. System Cut-over	25%	<u>\$ 106,150.65</u>
Total Cost of 9-1-1 Equipment including Installation and Training		\$ 424,602.60

2. **COUNTY RESPONSIBILITIES.** County shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, UPS, ALI circuits and direct telecommunications connections and usage charges. Contractor will assist County in this preparation. County shall make qualified

personnel available to be trained by Contractor in the use, operation, and management of the Hardware and Software.

3. TRAINING. Contractor shall provide training to the County 9-1-1 personnel at a mutually agreeable location(s) over a period of approximately two weeks and must be completed no later than one week prior to Cutover as that term is described in the Contract Documents and this Agreement, unless another time frame is mutually agreed upon by both the County and Contractor.

4. CONFIDENTIALITY. Contractor shall not disclose any confidential information concerning County or its affairs, unless required by law, or with the consent of County. Contractor understands that County is a governmental entity and as such is prohibited by Florida law from keeping the terms of this Agreement confidential should there be a request for said information. If required to disclose any such information, Contractor or County, as appropriate, shall give the other advance notice as soon as possible.

5. GRANT OF LICENSE. Subject to the terms and conditions set forth in this Agreement, and effective upon installation, Contractor agrees to facilitate the delivery to the County and the registration of those licenses for the benefit of the County, and County hereby accepts nonexclusive, nontransferable licenses to use, as herein provided, a single executable copy of object code version of the Software and up to three printed copies of the Software manufacturer's current, standard user manuals and training materials ("Documentation"). Contractor shall provide County with a single, back-up copy of each type of Software.

6. WARRANTY-SOFTWARE. Contractor does not warrant that the Software or the Documentation is free of errors or defects or that it meets County's requirements. Contractor warrants only that the Software will perform all functions substantially as described in the current edition of manuals pertaining to the use of the Software and in the Contract Documents for a warranty period of one year from the date of completion of the installation and training (the "Cutover") under Section 3 at County's site, when operated as recommended. In the event the Contract Documents indicate a warranty which will commence earlier than the Cutover date, then that earlier warranty inception date will control over any conflict with this subsection. Contractor will coordinate and be responsible for obtaining from the manufacturers any required design, code, check out and will deliver promptly any amendments or alterations to Software necessary to remedy or avoid any programming error present at the time of Software delivery which causes the Software to fail to perform as warranted above. County shall allow Software access to Contractor for this purpose. The foregoing is County's sole and exclusive remedy, and Contractor's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon County's written report made in accordance with reasonable Contractor reporting procedures in effect from time to time, received not later than five (5) days after the end of the sixty (60) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. Notwithstanding the above, all warranties required by the Contract Documents will be furnished by the Contractor.

7. WARRANTY-HARDWARE. The Contractor will provide all warranties as specified in the Contract Documents. In addition, the County shall have the benefit of all standard warranties of the Hardware manufacturer. Contractor will facilitate the delivery to the County and the registration of any equipment warranty for the benefit of the County. Notwithstanding the above, all warranties required by the Contract Documents will be furnished by the Contractor.

8. IMPLEMENTATION SCHEDULE. Within ten business days of the date this Agreement is fully executed by both the Contractor and the County, both the Contractor and the County will meet to draw up the Implementation Schedule which must be completed and accepted by the County no later than ten business days following the date this Agreement is fully executed by both the Contractor and the County. The Implementation Schedule shall set forth the orderly progress for the installation of the Hardware and the Software and the training of Columbia County personnel up through the date of "Cutover" as described in the Contract Documents and in this Agreement. Training of Columbia County Personnel shall be completed no earlier than two weeks prior to Cutover. Cutover shall occur no later than 90 days from the date this Agreement is fully executed by the County and the Contractor, unless extended by mutual agreement of the parties, in writing.

9. TERMINATION. The County shall have the right to terminate the agreement prior to the set expiration date set forth in this contract if the Contractor fails to meet terms agreed upon within this document. A letter shall be written by the County and sent to the Contractor by registered mail. The termination request shall give the other party at least a 90 days notice of the termination of the contract.

Section II

AK ELITE PREMIER INSTALLATION AND MAINTENANCE SERVICE

Contractor agrees to sell and provide, and the undersigned County agrees to purchase and accept, in accordance with the terms and conditions set forth below, Contractor's Elite Premier Installation and Maintenance Service for the Hardware and Software licensed to the County.

1. COVERAGE. The Hardware and Software eligible for maintenance and support is as listed in the Contract Documents, as the same may be updated with all current amendments, alterations, enhancements, improvements and updates furnished to County under warranty and this Agreement. The services under this Maintenance Agreement shall be rendered only to the currently supported version of Software running with the applicable operating system version supported by Contractor at any given time.

2. CHARGES. All payments shall be made in accord with the Florida Prompt Payment Act. Prices and fees are exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and

County agrees to pay any tax Contractor may be required to collect or pay now or at any time in the future (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of items purchased or licensed or any services rendered hereunder. The County will deliver a certificate of exemption from Florida State Sales tax to Contractor.

A. AK Elite Premier Maintenance and PlantCML Extended Warranty Payment Schedule:

AK Elite Premier Maintenance

▪ Year 1	<u>\$25,000.00</u>
▪ Year 2	<u>\$25,625.00</u>
▪ Year 3	<u>\$26,266.00</u>
▪ Year 4	<u>\$26,923.00</u>
▪ Year 5	<u>\$27,596.00</u>

PlantCML Extended Warranty

▪ Year 1	<u>\$16,026.00</u>	
▪ Year 2	<u>\$ XX,XXX.00</u>	<i>to be determined yearly!</i>
▪ Year 3	<u>\$ XX,XXX.00</u>	<i>to be determined yearly!</i>
▪ Year 4	<u>\$ XX,XXX.00</u>	<i>to be determined yearly!</i>
▪ Year 5	<u>\$ XX,XXX.00</u>	<i>to be determined yearly!</i>

Note: The PlantCML Extended Warranty shall be adjusted annually by PlantCML and AK Associates will pass the cost of PlantCML Extended Warranty (2nd-tier maintenance) along to County with no additional markup.

Total AK Elite Premier Maintenance and PlantCML Extended Warranty

▪ Year 1	<u>\$ 41,026.00</u>	
▪ Year 2	<u>\$ XX,XXX.00</u>	<i>PlantCML cost to be determined yearly!</i>
▪ Year 3	<u>\$ XX,XXX.00</u>	<i>PlantCML cost to be determined yearly!</i>
▪ Year 4	<u>\$ XX,XXX.00</u>	<i>PlantCML cost to be determined yearly!</i>
▪ Year 5	<u>\$ XX,XXX.00</u>	<i>PlantCML cost to be determined yearly!</i>

B. Payment Schedule

The Contractor shall provide the County with two invoices per year for AK Elite Maintenance Service. The first invoice will be provided to the County by the Contractor for AK Elite Premier Maintenance upon the successful system Cutover, at which time the first year of maintenance shall commence. The first invoice will be for the percentage of months remaining in year 2006 and the second invoice shall be issued to the County in December, 2006, for the remaining months of the first year AK Elite Premier Maintenance. The Contractor shall bill the County the same two months each year for the remaining years of the contract.

All expenses are included in the yearly invoice amount, except for materials purchased by the County through the Contractor and/or pre-approved travel outside the scope of this Agreement.

Labor is included in yearly cost for all adds, moves, system changes and system upgrade, training, system reconfigurations, selective router programming, direct trunking and integration support (there would not be a labor charge to move your existing PSAP). ALL LABOR ASSOCIATED WITH THE PlantCML EQUIPMENT IS COVERED UNDER THIS AGREEMENT. Any cost for hardware OR software not purchased under this Agreement will be the responsibility of customer.

3. OTHER SERVICES. County agrees to pay Contractor's regular charges for services not included in Standard Support Services, computed at Contractor's regularly scheduled rates. Investigation and research performed at County's request for County identified conditions determined by Contractor, acting reasonably, to not be attributed to

4. TERMINATION--LICENSE. In the event of a termination of County's licenses to use any of the Software, this Agreement shall terminate immediately. If the Agreement is terminated due to any of the licenses being terminated, then Contractor shall return any unused portion of the maintenance fees (on a pro-rata basis) which have previously been paid by the County.

5. AK ELITE PREMIER MAINTENANCE SERVICE

AK Associates Elite Premier Maintenance service includes the following:

Includes (labor only) all installation and maintenance service for the PlantCML Patriot System. Response time for outages is within (2) hours for major outages and (4) hours for minor outages during normal business day and (4) hour response for nights, weekends and holidays. Telephone diagnostics will be done immediately upon receipt of service problem and if corrective action is needed it will be performed remotely or by an on-site visit. In addition this service provides weekly on-site preventive maintenance program, free Project Management (professional services) for system implementation support for all new technologies (like wireless phases I and II and VoIP), 9-1-1 equipment and CAD integration, etc. Elite Premier also provides a **35% discount** on PlantCML and **25% discount** on other manufacturer's hardware and software (off list price) when purchasing new equipment for maintenance, system expansion and upgrades.

AK Elite Premier Maintenance

- PlantCML Patriot work stations - provide all first tier labor support at the Columbia County 9-1-1 PSAP. All hardware, software and associated miscellaneous materials are the responsibility of the County and/or the equipment manufacture. The Contractor is not responsible for hardware or software, only the labor to maintain or install the hardware and software.

- Maintenance (labor only) will be performed by the Contractor for all work performed on the PlantCML Patriot System and associated components located within Columbia County.
- On-site training refresher training classes may be done at various times at no additional costs. The County is responsible for all training materials supplied by PlantCML after the initial training.
- Response time for major outages is within two hours during the normal business day and four hours on evenings, weekends and holidays. Telephone diagnostics will be done immediately upon receipt of service problem.
- Labor to install all minor non-scheduled upgrades of PlantCML and any additional equipment installed by AK Associates.
- Labor to install yearly scheduled upgrades of PlantCML. The County is responsible for all hardware, software, associated miscellaneous materials and upgrade costs from PlantCML.
- Includes daily remote preventive maintenance. If a problem is discovered during remote maintenance it will be resolved either remotely or by a site visit. *The telephone line used for Remote diagnostics is the responsibility of the County.*
- Weekly on-site preventive maintenance for PlantCML 9-1-1 equipment and the 9-1-1 network.
- Free Project Management (professional services) for system implementation support for wireless phase II, VoIP and On-Star.
- Labor to install, relocate, or remove any new or existing PlantCML and additional equipment installed by AK Associates, including system upgrades, training, system reconfigurations, selective router programming, direct trunking and integration support (there would not be a labor charge to move your existing PSAP). ALL LABOR ASSOCIATED WITH THE EQUIPMENT INSTALLED BY AK ASSOCIATES IS COVERED UNDER THIS AGREEMENT. Any cost for hardware or software is the responsibility of customer.
- Fee Consulting Services.
- Provide the "County" with a **35% discount** off PlantCML manufactured components including software and hardware list prices.

On-site Technical Service Support – One day a week to provide on-site preventive maintenance service to be scheduled weekly Monday through Friday except for approved County (State) Holidays.

Remote Technical Service Support – 24 hour service performed by an AK Associate trained technician for all out of hour service problems. Response shall be within a maximum two hour time frame normal business day and four hours outside normal business day. AK Associates shall provide the "County" with a current escalation list, including an 800 number for all service requests.

9. **EFFECTIVE DATE:** The Effective Date of this Agreement shall be the date the Agreement is fully executed by the Parties

AGREED AND SIGNED THIS _____ DAY OF _____, 2010 by
AK ASSOCIATES.

KRAUS ASSOCIATES INC., dba AK ASSOCIATES
(CONTRACTOR)

BY: _____
Elaine M. Kraus, President

AGREED AND SIGNED THIS _____ DAY OF _____, 2010 by
BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA


BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

BY: _____



9-1-1 Communications Committee

To: Columbia County Board of County Commissioners

From: Rusty Noah, Committee Scribe 

Date: February 15, 2010

Reference: Emergency Medical Dispatch (EMD) – Priority Dispatch Contract

Please find attached a copy of the contract with Priority Dispatch for the new Emergency Medical Dispatch System. This contract has been reviewed and approved by the County Attorney. The Communications Committee is requesting Board approval of this contract pursuant to your previous sole source approval for this vendor. This purchase was included in the original budget request for the 9-1-1 Center Enhancements. The estimated amount at that time was \$40,000.00 and the final price quote is \$37,095.00. As always, your consideration of this matter is greatly appreciated.



Priority Dispatch Corporation
139 E. South Temple, Ste. 500
Salt Lake City, Utah 84111
United States of America

Quote

EMD Only

Name	Columbia County 911	Date	01/12/10
Address	Attn: Doug Brown doug_brown@columbiacountyfla.com	By	Ken Winward
Phone	Fax	Title	Account Manager
		Dept.	Sales

Qty	Description	Unit Price	TOTAL
4	ProQA Medical Software Stations CAD NAE	3,300.00	13,200.00
1	Client Server Software Package	820.00	820.00
1	AQUA Quality Improvement Software	1,900.00	1,900.00
1	EMD Module	800.00	800.00
4	MPDS Manual Dispatch Card Sets NAE	395.00	1,580.00
2	MPDS Quality Assurance Guides	45.00	90.00
100	MPDS Field Responder Guides	10.00	1,000.00
200	SEND Cards (Medical Miranda)	0.50	100.00
31	Protocol Training and Certification (3 day course)	270.00	8,370.00
1	ProQA Software Training Days (plus \$1500 per trip) (Two 4-hour Classes per day)	1,500.00	3,000.00
1	Combined AQUA Training Days (combined with ProQA trip)	1,500.00	1,500.00
1	Software Develop/Install Days (+1500 per trip)	1,500.00	1,500.00
1	Implement/QUI Training Days (+1500 per trip)	1,500.00	-
1	Annual CDE Series for 4 station center (Renewable)	600.00	600.00
1	SEND CDE	65.00	65.00
	Year 1 Annual ProQA Software Maintenance (ESP@15%)**		1,980.00
	Year 1 Annual AQUA Software Maintenance (ESP@15%)**		405.00
	Year 1 Annual Card Set Maintenance (ESP@\$39ea)**		156.00
* Assumes training site with 2/1 PC training stations ** ESP (Extended Service Plan) adds additional technical telephone support, free updates to current version, and additional discounts on new versions (editions). All Amounts are in U.S. Dollars			

Quote Year 1

Signature			
Expires	180 Days	Delivery	Upon Request

Year 1 Total	\$	37,066.00
Shipping	\$	29.99
State Tax	0.00%	
Local Tax	0.00%	
Total	\$	37,095.99

PUBLIC SAFETY PRIORITY DISPATCH SYSTEM ("PDS")

Client License and Service Agreement for Priority Dispatch Systems

Welcome to Priority Dispatch! This PDS Card and Software License and Service Agreement (the "Agreement") details provisions agreed-upon for licensed client use of the specified Licensed Product(s) between Medical Priority Consultants, Inc. ("MPC"), d.b.a. Priority Dispatch Corp. ("PDC"), as Licensor, and you, the specified Client, as Licensee. Integral to this Agreement are its Basic and Extended Service Plans (all together, the "CLA/BSP"). The Licensed Product(s) are as specified in Client's License Fee Invoice from PDC and elsewhere in the documentation of the CLA/BSP. In order for you to use the Licensed Product(s), and to receive product service and customer support ("S&S") thereon, it is necessary for you to enter into this Agreement and to register with PDC using the Client Registration Form at the end of this Agreement. Thank you for purchasing this user's license, and for taking time to read the Agreement and register. Please contact your Client Representative at PDC for additional information and for any help required with your implementation and use of the Licensed Product(s), service and support.

Date: _____
Client: Columbia County, Florida ("Client," "Licensee" and/or "you")
Address: 153 NE Hernando Avenue, Lake City, FL 32055
Telephone: 386-755-4100
Fax: 386-719-2182
EMAIL: penny_stanley@columbiacountyfla.com

ProQA Medical Version Number: 3.4
License Number: _____
Number of Licensed Stations: 4
License Fee: \$14,020.00
Annual Maintenance Fee: \$1,980.00

MPDS Cards Version Number: 12 (NAE)
License Number: _____
Number of Licensed Stations: 4
License Fee: \$1,580.00
Annual Maintenance Fee: \$156.00

AQUA Version Number: 5
License Number: _____
Number of Licensed Stations: 1
License Fee: \$2,700.00
Annual Maintenance Fee: \$405.00

Additional services and fees are set forth in the Sales Quote dated 1/12/10, which is incorporated by reference and attached hereto.

The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing, and that the Parties understand and agree to be bound by the terms and conditions of this Agreement.

Client, Licensee, and/or you:

PDC and/or Licensor:

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Terms and Conditions of Agreement

1. Software means the Priority Dispatch System (“PDS”) software and/or cards that you receive from PDC in connection with this Agreement and as further identified above, regardless of the medium on which it is stored. **Documentation** means the end user documentation that you receive from PDC for the Software. Whenever the context reasonably permits, any reference in this Agreement to “Software” shall also apply to the PDS and to the Documentation, which together comprise the **Licensed Product**. Except as provided below, in the section entitled “Limited Software Warranty,” any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

2. A PDC Product. The Software and any and all copies thereof and derivatives therefrom are owned by PDC. You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled “Termination”).

3. Stations, Licensed Stations, Number of Licensed Stations. “Stations” are computers, terminals, nodes and workstations in your possession and control. “Licensed Stations” are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The “Number of Licensed Stations” is specified above and in your License Fee invoice from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations.

4. License of Software. PDC grants to you a nonexclusive, non-transferable limited license (the “License”) to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement, and runs thereafter for 99-years, unless terminated earlier, as provided in this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You must pay PDC the License Fee specified above and in your License Fee invoice from PDC when the License is purchased. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may copy Software as necessary to use Software on Licensed Stations or for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC’s express, prior written permission, you may not: (a) *decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license.* Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Basic Service Plan. This Agreement includes and incorporates the accompanying Basic Service Plan (“BSP”). For 30-days, beginning on the date the Software under this License is delivered to you (and provided that you have accepted this Agreement and registered, using the Client Registration Form at the end of this Agreement), you are entitled to the maintenance, support, Updates and services offered by PDC through the BSP. This 30-day BSP is included in your Initial License Fee, and it may be extended to 365-days if you elect to prepay with your Initial License Fee, PDC’s then-standard fee for such extension. Thereafter, if you desire to continue to receive maintenance, support, Updates, and services under this BSP, you must pay to PDC its then-current “Extended

Maintenance Fee” for the Extended Service Plan (“ESP”). As specified therein, the BSP is subject to revision by PDC upon 30 days advance notice by PDC to you. Thereafter, the revised BSP shall govern. Certain terms used in this Agreement are more fully defined in an Appendix of the BSP. PDC’s obligations to maintain the Software and provide Updates, support or service are as specified, defined and limited in the BSP. To facilitate and expedite any time-sensitive contact that PDC may seek to make with its Licensees, you are required to specify on the Client Registration Form, a Designated Agency Contact Person, and to specify that person’s title and e.mail address. Failure on your part to so register not only affects the availability of services under the BSP, but also would make you solely responsible for delays in your receiving potentially urgent and vital communications about your Licensed PDC Product and for any failure on your part to implement any such system improvements. See also, section entitled “Use of Software; Updates,” below.

9. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments actually received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary the license fees and amounts shall be increased (“grossed up”) so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC on the basis of net corporate income.

10. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, “Updates” in the BSP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, BSP Section titled “Unsafe Practices”). Updates to the Software received by you from PDC shall be covered as “Software” under this Agreement, as provided above, in the section of this Agreement entitled “Software.” An exception to this general rule is provided immediately below with respect to refunds, in the section entitled “Limited Software Warranty.”

11. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC’s published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: *(a) remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software.* The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software “as-is.” If you elect to accept the Software as-is, then PDC’s warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund to you the License Fee and any prepaid Maintenance Fees received by PDC from you hereunder. **THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC’S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.**

12. Inspection. PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC’s reasonable satisfaction within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC’s intellectual property or intellectual property rights are being violated. See also, BSP section titled “Unsafe Practices.”

13. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

14. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT,

WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS.

15. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE BSP AND THE PROVISIONS AND DISCLAIMERS SET FORTH IN THE BSP UNDER THE HEADING "RESPONSIBILITY," AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

16. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

17. Termination. Either party may terminate this Agreement, based upon a breach of this Agreement by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

18. Export Controls. You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country in violation of any U.S. laws or regulations.

19. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

20. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

21. Government End Users. A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: (a) *only as a commercial end item*; and (b) *only pursuant to this Agreement*. With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Licensee has no rights not explicitly granted by PDC under this Agreement.

22. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

23. Entire Agreement. This Agreement, including the Basic and Extended Service Plan on the following pages: (a) *represents the entire agreement between the Parties concerning its subject matter*; (b) *supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement*; and (c) *may only be amended*,

cancelled or rescinded by a writing signed by both Parties. No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective.

24. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

Client Service & Product Support for Registered, Licensed Software Users

PDC is responsible for providing maintenance, support, Updates and other services in accordance with this Basic Service Plan ("BSP"). To receive this maintenance, support, Updates and other services, you must be a Registered Licensee with service prepaid under either the Initial License Fee or under the Extended Service Plan ("ESP," see Section 1, below). Any maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by the Client License & Service Agreement (the "Agreement") including, without limitation, the sections entitled "Disclaimer Of Other PDC Warranties," "Limitation On PDC Liability," "Allocation Of Risk" and "Disputes." To assure entitlement to PDC's maintenance, support and other services, and to receive notice of Updates (see Section 2, below), you must, within 30 days of receipt of the Software accompanying this License, complete, sign, and return to PDC, the accompanying Client Registration Form.

1. Basic Service Plan/Extended Service Plan.

- a. BSP: Basic Product Service and Client Support ("S&S") are available via telephone from PDC for up to 2-hours per Licensed Station during the first 30-days after the Software under this License is delivered to you (provided that you have accepted this Agreement and registered, using the Form at the end of this Agreement). This S&S is included in your Initial License Fee, and this BSP may be extended to an Extended Service Plan, or ESP, as specified in the section of the Agreement titled "Basic Service Plan."
- b. ESP: Extended S&S provides all Updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S (1-hour per Licensed Station per year). It also includes written notification about significant development of and changes being made to the Software. The ESP period is for one year, and is renewed annually upon receipt of the extended maintenance fee.
- c. With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client's receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.
- d. S&S hours in excess of those provided as part of the BSP or ESP during any covered period shall be available at PDC's then-current fees for same.
- e. PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled "Updates & New Versions").

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International/National Academies of Emergency Dispatch ("I/NAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software:

- a. **Updates** (see also, defined term "Update" in Appendix A to this BSP). When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their registration and BSP/ESP current as provided herein. Client shall, within 90 days of receipt of any Update from PDC, implement such Update. Client's failure to implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."
- b. **New Versions** (see also, defined term "Version" in Appendix A). When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you. It constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement and BSP for the New Version. New licenses, as well as Updates, will only be issued for the then-current Version. PDC is not obliged to maintain or support prior or outdated versions and/or editions.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. While not obliged to up-grade to a New Version, users that continue to use prior versions after a New Version has been so offered to them by PDC are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify

and hold PDC and the I/NAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version offered to you by PDC.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data.

5. Expert System Disclosure. This expert system is designed for use by EDs who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. The designers also recommend continuing emergency dispatch training and periodic PDS refresher courses to keep trained EDs certified and up-to-date with current standards of professional dispatch practice and care.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this BSP, you may not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This BSP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the I/NAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this BSP). Implementation of Updates, as provided in the section of this BSP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. Derivative Products. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. Customization of Responses. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of Cards 1 through 32. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used.

9. Changing the PDS. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this BSP titled "Accepted Process for PDS Modification." This is based on the following:

- a. **Implementation and Familiarity with the PDS.** The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 10 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.
- b. **Total Quality Management.** A Quality Improvement and Management Program is prerequisite to the successful application of the PDS. Key elements should include:
 - i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an I/NAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual I/NAED Dispatch Center accreditation.

- ii. **PRIORITY DISPATCH SYSTEM STEERING and/or REVIEW COMMITTEE(S):** One or more committees should be established to set policy and review performance of ED operations with the PDS. The ED Director should participate in all material decisions by these committees and should be included as a signatory on any policy and/or procedural determinations made by such committees. A PDS Steering and/or Review Committee should be established and meet at least quarterly to review, evaluate, and/or approve the application of policies and/or procedures affecting PDS operations.
- iii. **CERTIFICATION:** It is strongly recommended that all EDs utilizing the PDS be certified by the I/NAED and that all system administrators, managers, and supervisors be certified in the I/NAED 1-day National Executive Certification Course. The PDS is not intended to be used or supervised by untrained or uncertified individuals.
- iv. **CONTINUING DISPATCH EDUCATION ("CDE"):** All EDs utilizing the PDS should participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum it is suggested that 12 hours per year be devoted to CDE.
- v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is essential that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that using the Academy's Center of Excellence minimum performance requirements (available on the NAED website), a random sample of all dispatch calls be reviewed in this manner and that the ED's compliance percentages to each area be serially maintained. EDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety.
- vi. **Accreditation:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the I/NAED.

10. Accepted Process for PDS Modification. In 1988, the I/NAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the I/NAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

a. Unsafe Practices. Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) — i.e., a use not specifically authorized in this written Agreement — must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue S&S hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under a special "Omega" Software License from the I/NAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the I/NAED to pursue any contemplated modification.

11. International Dispatch Coding System. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this Basic Service Plan, or in the Client License Agreement of which it is a part. As provided above, in the section of this BSP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g., 10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses "attached" in parallel to these codes.

12. Standard of Care and Practice. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by I/NAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

13. Dedicated Legal and Consultative Support. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have kept their Software and/or Cards up-to-date (per sections titled "Basic Service Plan/Extended Service Plan" and "Updates & New versions" of this BSP), and to their professional staff of EDs and ED instructors who have been trained, then certified through the I/NAED and maintained their I/NAED certifications current. PDC's

professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

14. Appendix The following Appendix, entitled "A More Detailed Definition of Certain Key Terms Used in This Agreement," is made part of this BSP for additional information and clarification:

A More Detailed Definition of Certain Key Terms Used in This Agreement

"Academies" and/or "Academy" and/or "I/NAED"

The National Academies of Emergency Dispatch ("NAED"). Also known as the International Academies of Emergency Dispatch ("IAED").

"Agreement," "Client License Agreement," "CLA"

The Software License & Service Agreement between the Client and PDC. This is the Software License & Service Agreement, including its BSP, of which this Appendix is part.

"BSP" The Basic Service Plan:

This is the Client service and product support document and plan that is part of the Agreement for the licensed Software and that governs such service and support for such licensed Software. As provided in that part of the Agreement entitled "Basic Service Plan," the BSP in effect at the time the Initial License Fee was paid was attached to and made part of the Agreement.

"Cards"

The manual version of a PDS in the form of printed reference cards provided by PDC to Client under a CLA. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Cards for a particular PDS is available to licensed Card users from PDC for a fee, and may also, as appropriate, be included in the defined term "Cards," but is further subject to the specific use limitations imposed therein. The defined term "Cards" shall further include any Updates and/or Releases of the current Version of the Cards, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"Client," "Agency," "Licensee" and "You" or "you"

The licensee licensed to use the licensed Software under the Agreement. This is the licensee who enters into the Agreement with PDC.

"ED", Emergency Dispatch and/or Emergency Dispatcher.

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD" and/or "EMD", respectively.

"ESP" The Extended Service Plan:

A BSP that has been extended pursuant to that part of the Agreement entitled "Extended Service Plan" becomes an ESP for the pre-paid period covered by any such ESP Fees paid by Client.

"PDS", Priority Dispatch System.

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS" and/or "MPDS", respectively.

"Release"

A Release represents a minor collection of improvements, modifications, or changes to and of the PDS, Software, Cards or Documentation within and Update. Generally, Releases are unscheduled events, provided only upon request to currently registered licensees under BSP or ESP S&S plans with PDC.

"Service" and/or "Support" and/or "S&S"

Client service and support via the telephone. Basic and Extended S&S are available as specified under the section titled "Service Plan/Extended Service Plan" in the BSP.

"Software"

The software version of a PDS in the form of computer programs provided by PDC to Client under a CLA, regardless of storage medium in which such computer programs are stored or used. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation provided to Client with the Software. User rights to the Software are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Software for a particular PDS is available to licensed Software users from PDC for a fee, and may also, as appropriate, be included in the defined term "Software," but is further subject to the specific use limitations imposed therein. The defined term "Software" shall further include any Updates and/or Releases of the current Version of the Software, which may subsequently be

provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"Update"

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a Basic Service Plan or Extended Service Plan with PDC. See also the section titled "Updates & New Versions," in the BSP. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 11.2 would be an Update from Release 11.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). See also the section titled "Updates & New Versions," in the BSP.

Trademarks and Service Marks. The following terms (which may have been used in this document) are trademarks or servicemarks of PDC:

- Advanced (Police, Fire, and/or Medical) Priority Dispatch Systems, and A(P, F and/or M)PDS
- Advanced Quality Assurance, Advanced QA/QI Management System, and ProQA
- Dispatch Life Support, and DLS
- Field Responder Guide and/or FRG
- Emergency Dispatch and/or Dispatcher = ED
- [above for Police, Fire and/or Medical, respectively = P, F and/or M, respectively between above words or letters]
- Priority Dispatch and/or Dispatcher = PD
- [above for Police, Fire and/or Medical, respectively = P, F and/or M, respectively between above words or letters]
- Emergency Dispatch Protocols, Quality Assurance, Software, and/or System, and EDP, EDQA, and/or EDS, respectively
- [above for Police, Fire and/or Medical, respectively = P, F and/or M, respectively before above]
- Priority Dispatch Protocols, Quality Assurance, Software, and/or System, and PDP, PDQA, and/or PDS, respectively
- [above for Police, Fire and/or Medical, respectively = P, F and/or M, respectively before above]
- Emergency Dispatch Cards and/or Software = ED Cards and/or Software
- [above for Police, Fire and/or Medical, respectively = P, F and/or M, respectively before above]
- Priority Dispatch Cards and/or Software = PD Cards and/or Software
- [above for Police, Fire and/or Medical, respectively = P, F and/or M, respectively before above]
- First at helping people first
- Medical Priority, Medical Priority Consultants, Inc., and MPC
- Priority Dispatch Corp. and PDC
- Priority Dispatch Quality Assurance and PDQA
- Professional Quality Assurance and/or ProQA, ProQA Software
- Q/A Protocol Guide and/or QUAG
- Zero-Minute Response

[Please complete and return the Registration Form on the next page]

Priority Dispatch System

CLIENT REGISTRATION FORM

Please complete, sign and return this Form to Priority Dispatch Corp. within 10 days to entitle you to new Releases, Updates, Versions, Warranty, and Service & Support of your licensed PDS product.

Agency Name: Columbia County, Florida

Contact Person: Doug Brown, 9-1-1 Director

Name of Center where Licensed Product is used: 9-1-1 communications Center

Address where Licensed Product is used: 263 N.W. Lake City Avenue

City: Lake City

State/Province: Florida

Zip: 32055

Country: USA

Signed by: _____ Date: _____

Please provide the following data about your geographic area and Emergency Dispatch Center:

1. Geographic area (city, county, etc.): County
2. Base population within geographic area: 66,409 (2009 est.)
3. Number of Emergency Dispatch call taking stations in center: _____
4. Number of call takers who will use the Licensed Product at the Emergency Dispatch Center: _____

For Office Use Only

License Number: _____

License Date: _____

Initial License Fee: _____

Version Number: _____

PDS Edition: _____

Number of Licensed Stations: _____
(Active _____ Supervisory/Standby _____)



9-1-1 Communications Committee

To: Columbia County Board of County Commissioners

From: Rusty Noah, Committee Scribe

Date: February 15, 2010

Reference: ImageTrend Software

Pursuant to your previous sole source approval for the vendor ImageTrend and their Fire Rescue reporting software, we have completed the contract review process. The attached contract has been reviewed by the County Attorney and is submitted for your approval, pending any additional legal review changes.

This contract includes the software necessary for the City of Lake City Fire Department. The City Manager has provided the attached letter indicating the City's intent to pay the amount of \$3,300.00. This is their portion of the software. This contract represents a joint effort, similar to the CTS America – SmartCop contract, in which the County and City are working together to provide the highest level of service possible to the community. As always your consideration of this matter is greatly appreciated.



City of Lake City

205 N. MARION AVE.
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

February 12, 2010

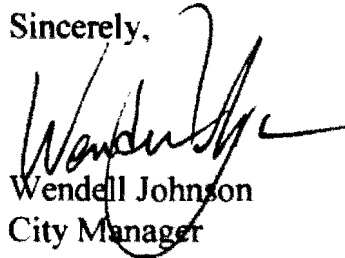
Mr. Dale Williams
County Manager
Post Office Box 1529
Lake City, FL 32056

Dear Dale:

Please accept this letter as our intent to pay Columbia County the amount of \$3,300.00 for the City's portion of the Imagetrend Software purchase being made under Columbia County's contract.

If you need any additional information, please let me know.

Sincerely,



Wendell Johnson
City Manager

Mayor-Councilman
STEPHEN M. WITT

Vice-Mayor-Councilman
EUGENE JEFFERSON

Council Members
JAKE HILL, JR.
MELINDA MOSES
GEORGE WARD

City Attorney
HERBERT F. DARBY

City Manager
WENDELL JOHNSON

City Clerk
AUDREY E. SIKES

cc: Zack Mears, IT Director
Gravson Cason, Ex. Director Administrative Services

SOFTWARE LICENSING AGREEMENT

BETWEEN

IMAGETREND, INC.

**20855 Kensington Blvd.
Lakeville, MN 55044**

AND

Columbia County EMS

**PO Box 1529
Lake City, FL 32056**

Contract Number:
IT-2009-719

THIS AGREEMENT is made and entered into on the date last written below, by and between ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and Columbia County, Florida OBO Columbia County EMS (hereinafter "CLIENT").

RECITALS

WHEREAS, IMAGETREND owns the software system known SOFTWARE; and

WHEREAS, CLIENT desires to obtain the license of the Software mentioned above; and

WHEREAS, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

"Authorized personnel" means the employees of the CLIENT and other contractors who work for the CLIENT within the geographical boundaries of the CLIENT.

"Confidential information" means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

"Designated Equipment" means server products used for hosting the software.

"Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to the CLIENT. Licensed Information includes such information as input forms, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

"Software" means the computer program(s) in machine readable object code form listed in Exhibit "A", including the executable processing programs comprising the various modules from the Software and the Licensed Information.

"Upgraded Version" means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

"Support" means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices.

"License" means an unlimited use of the software, without rights for resale, for the duration of the contract, defined as Software as a Service (Saas).

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be one year(s) from last date signed below, subject to Section 12 of this AGREEMENT. This AGREEMENT shall be subject to renewal annually for another term of one year(s) unless terminated by either party as provided in Section 12, below.

SECTION 3. GRANT OF LICENSE.

A. NON-EXCLUSIVE LICENSE.

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive use license of the Software. This license is granted to the CLIENT for use by the CLIENT, and other agencies working with CLIENT through an interlocal agency agreement, such as the City of Lake City, Florida, with whom the software may be shared. During the term of the agreement, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the SaaS Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 4. SERVICES PROVIDED BY IMAGETREND.

A. SUPPLY OF SOFTWARE AND LICENSED INFORMATION.

IMAGETREND shall provide CLIENT software and services, as detailed in Exhibit A, hosted at ImageTrend's premium hosting facility as defined in Exhibit B.

B. MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.

During the terms of this Agreement and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

C. IMPLEMENTATION SERVICES.

1. IMAGETREND shall provide CLIENT with initial services such as the system configuration and installation into the ImageTrend hosting infrastructure.
2. Introductory training relating to the Software for administrative purposes and "Train-

the-trainer" training for administrators and field level personnel as detailed in Exhibit

A.

SECTION 5. MAINTENANCE and SUPPORT.

- A. Phone support for application usage will be provided from 8:30-5:00 CST (9:30 a.m. to 6:00 p.m. EST) with 24 hours incident response. Email and online support incident tracking will also be available 24/7.
- B. Server hosting environment is monitored and supported 24/7 by the ImageTrend X-Team. Contact information is available on the ImageTrend Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.
- C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to mutual approval if additional charges are necessary.

SECTION 6. FEES.

- A. The fees for this contract are as detailed in the attached Exhibit A.
- B. At anytime during this agreement, the CLIENT may contract with IMAGETREND for additional software and services not covered in this agreement with fees to be negotiated on an item-by-item basis. To the extent that CLIENT pays IMAGETREND to uniquely customize the software, each CLIENT shall have the non-exclusive license to utilize such software without additional cost or expense, however to the extent that such software is then distributed and therefore becomes a product requiring ongoing support, as such it shall be subject to support fee increases. Any product enhancements offered by ImageTrend will be offered to all CLIENTS as such and may be subject to licensure and support.

SECTION 7. PROTECTION AND CONFIDENTIALITY.

A. ACKNOWLEDGEMENT.

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below.

B. MAINTENANCE OF CONFIDENTIAL INFORMATION.

Each party agrees to keep confidential all information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained or developed by CLIENT directly or indirectly from a third party who has independently developed the

information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT.

C. SURVIVAL.

This Section 7 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

SECTION 8. WARRANTIES.

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 8 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time. IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

The express warranties provided herein are the only warranties made by IMAGETREND with respect to the Software and supersede all other express or implied warranties, including, but not limited to, any warranties of merchantability and warranties for any special purpose.

SECTION 9. LIMITATION OF LIABILITY.

Unless otherwise provided in this Section 9, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the agreement and monetary damages not to exceed the amount CLIENT has paid IMAGETREND under the terms of this agreement; or (ii) repair of the Software.

SECTION 10. INDEMNIFICATION.

A. INDEMNITY.

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless CLIENT, as well as any agents thereof from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, arising out of: (i) any personal injuries, property damage or death that IMAGETREND may sustain while using CLIENT's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; (ii) any personal injury or death which results or increases by any action taken to medically treat IMAGETREND;

(iii) any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or any acts or omissions of IMAGETREND in the performance of this Agreement; and (iv) any claim or action brought against CLIENT, as well as any agents thereof alleging an infringement of any copyright, patent, or trade secrets in connection with CLIENT, as well as any agents thereof usage of the Software hereunder.

Except for the foregoing claims, subject to the sovereign immunity limitations of Florida Statutes 768.28, or as otherwise limited by law, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, arising out of: (i) CLIENT, as well as any agents thereof unauthorized usage, distribution, modification or enhancement of the Software; and (ii) any claim or action brought against IMAGETREND arising out of the negligence or any acts or omissions of CLIENT, as well as any agents thereof in the performance of this Agreement.

B. OBLIGATION TO DEFEND.

Each party shall, upon the other party's request, defend with counsel approved by the requesting party (which approval shall not be unreasonably withheld), at such non-requesting party's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities covered in this Section 10, whether or not such action, claim, suit, cause of action or portion thereof is well founded.

SECTION 11. INSURANCE REQUIREMENTS.

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, attached as Exhibit C, if requested.

SECTION 12 TERMINATION.

A. TERMINATION WITHOUT CAUSE.

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

B. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 7, above, or makes an assignment in violation of Section 14, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

SECTION 13 NONASSIGNABILITY.

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

SECTION 14 GOVERNING LAW.

The parties agree that the law governing this AGREEMENT shall be that of the State of Florida without regard to its conflict of laws principles.

SECTION 15 COMPLIANCE WITH LAWS.

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments under the governing law described in Section 14.

SECTION 16. WAIVER.

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

SECTION 17 NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT: Columbia County EMS
PO Box 1529
Lake City, FL 32056
ATTENTION: Rusty Noah

TO IMAGETREND: ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 18.FORCE MAJEURE.

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 19. DISPUTE RESOLUTION.

Any dispute between IMAGETREND and CLIENT under this agreement shall be resolved by a court of competent jurisdiction in Columbia County, Florida, which shall be the sole and exclusive

jurisdiction and venue for any legal action. The parties will also participate in the mediation process through the Florida Rules of Mediation.

SECTION 20. INTERPRETATION.

Each party has reviewed this AGREEMENT and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This AGREEMENT shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this AGREEMENT.

SECTION 21. SIGNATOR'S WARRANTY.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

SECTION 22. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT"

"IMAGETREND"

By: _____

By: _____

Name: _____

Michael J. McBrady

Title: _____

President

Dated: _____

Dated: _____

EXHIBIT A

System Configuration and Pricing

EXHIBIT B

SaaS Service Level Agreement

EXHIBIT C

Insurance Certificate

EXHIBIT D

HIPAA Business Associate Agreement

EXHIBIT E

Statement of Work

EXHIBIT F

Deliverable Acceptance Signoff Form

EXHIBIT A

System Configuration and Pricing

Proposal:

Price Proposal CJ-057 dated November 23, 2009 (refer to next page for document)

To: Rusty Noah
 Columbia County EMS
 PO Box 1529
 Lake City FL 32050
 386-754-7057
 columbiacountyems@comcast.net



Salesperson	Proposal Number	Date		
Chris Jones	CJ057	November 23, 2009		
Description		Qty	Unit Price	Total
Software				
Rescue Bridge License Complete (Annual SaaS)	12,000 runs @ \$3.50/run	12,000	\$3.00	\$36,000.00
Rescue Bridge Complete Setup		1	\$6,000.00	\$6,000.00
EMS Modules Included:				
QA/QI	Documents			
CE/Training	Website			
Report Writer	Staff Demographics			
History				
Fire Modules Included:				
NFIRS 3.0 Reporting	Locations			
Staff Demographics	Hydrants			
Preplan Overview, Mapping	Shift Setup			
Occupancy	Equipment			
Inspections	Training			
Personnel Calendar				
EMS Field Bridge Site License		1	Included	
Mobile Fire Inspections Client Site License		1	Included	
Other Integrations				
Reports Dashboard		1	\$0.00	\$0.00
Hospital View		1	\$0.00	\$0.00
Auto CMS Service Level		1	\$0.00	\$0.00
EMS Certification Dashboard		1	\$0.00	\$0.00
Billing Bridge Integration	Other	1	\$4,000.00	\$4,000.00
Billing Bridge Annual Support		1	\$500.00	\$500.00
CAD Integration	Other	1	\$15,000.00	\$15,000.00
CAD Support		1	\$500.00	\$500.00
Training				
Training Sessions - Onsite (Full Day)		3	\$1,000.00	\$3,000.00
Travel per Trainer for Onsite Training		2	\$1,000.00	\$2,000.00
			TOTAL Year 1	\$67,000.00
			Fees after Year 1	\$37,000

Terms of Agreement

- *The above mentioned items will be invoiced independently upon completion with payment terms of net 30 days.
- *The recurring annual support will be billed annually.
- *Project completion occurs upon receipt of the product.
- *A 90 day warranty is in effect for ninety (90) days from receipt of the product.

Agreed to and accepted by:
 ImageTrend, Inc.

Columbia County EMS

Signature

Date

If you have any questions regarding this proposal, contact:

Chris Jones at 952-469-6184 or cjones@imagetrend.com or
 Tamara Bicknese at 952-469-1589 or tbicknese@imagetrend.com

Thank you for your business!

ImageTrend, Inc.
 20855 Kensington Blvd
 Lakeville, MN 55044

Tel: 952-469-1589
 Fax: 952-985-5671
 www.imagetrend.com

Payment Schedule:

A-1 Implementation Services

The table below provides a payment schedule for services performed during the configuration and implementation of Contractor's Software.

Description	Deliverable	Cost
Rescue Bridge Setup Fee and Rescue Bridge Annual SaaS Fee	Completion of Setup of Rescue Bridge	\$ 42,000.00
Billing Bridge	Completion of Billing Bridge Integration	\$ 4,500.00
CAD Integration	Completion of CAD Integration	\$ 15,500.00
Training	Upon Completion of Training	\$ 5,000.00
Annual Fees (Rescue Bridge SaaS, Billing Bridge Support, CAD Support)	Annually on the Go-Live Anniversary	\$ 37,000.00

Terms:

Payment terms are net 30 days.

- The recurring Annual Support will be billed annually.

Statements/Invoices should be mailed to:

Rusty Noah
Columbia County EMS
PO Box 1529
Lake City, FL 32056
Phone: 386-754-7057
Email: columbiacountyems@comcast.net

EXHIBIT B

Software as a Service (SaaS) Service Level Agreement

ImageTrend commits itself to offer an exceptional level of service to our customers. Software as a Service (SaaS) includes application use licensure, hosting and support. This Service Level Agreement (SLA) guarantees your SaaS availability, reliability and performance. This **Service Level Agreement (SLA)** applies to any site or application hosted on our network and offered as SaaS. Please make sure you have read and agreed to this document.

1. Grant of license

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive use license of the Software provided under this SaaS Agreement. During the term of the agreement, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to Service Level Agreement as defined herein. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

CLIENT agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information. CLIENT shall not copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT. CLIENT shall not modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

2. Term

This agreement is in effect for one year from date of SaaS deployment and is automatically renewable unless termination is received in writing with 30 days advance notice.

3. Web hosting network

Our top priority is to provide all customers with mission-critical levels of service. And because we feel that the level of service our customers receive should be beyond their expectations, we are committing ourselves to continuously evaluate and enhance the performance of our network.

4. Web hosting environment

The parties acknowledge that ImageTrend's Server Farm is located in One Financial Plaza Suite B20, 120 6th St South Minneapolis, Minnesota (the "Server Location"). Subject to paragraph 3 below, ImageTrend covenants and agrees to maintain a high speed/high band width hosting environment pursuant to the specifications listed below:

- 100 megabit/s connectivity with redundant connections to multiple tier-1 backbone providers (XO Communications and Time Warner Telecommunications)
- Dual Intel Xeon Processors
- Fault tolerant storage
- 24/7 site and server monitoring
- Microsoft IIS Web Server
- 3 GB Bandwidth per Agreement
- 30 GB Storage per Agreement

5. Uptime guarantee

ImageTrend has a **99.9% Uptime Guarantee** on all web hosting plans due to our automated monitoring and alerting systems. Scheduled maintenance and upgrades do not apply to the uptime guarantee and all clients are properly notified of such scheduled occurrences to minimize accessibility interruptions. Additionally, ImageTrend has qualified engineers known as the "X-Team" available 24x7 for emergencies. This service may be subject to charges if they are contacted outside of normal business hours for non-emergency support.

In the use of our EMS Bridge solutions, the EMS Field Bridge is a remote disconnected application that stores all incidents locally and synchronizes with the centralized EMS Service Bridge or EMS State Bridge whenever a connection is available. If for any reason the synchronization cannot take place, the data is still available on the EMS Field Bridge for later synchronization.

6. Support Services

ImageTrend provides both onsite and on-call support for their applications and hosting. Support includes technical diagnosis and fixes of technology issues involving software and hardware. ImageTrend has a broad range of technical support and proposes to provide service in the areas of:

- Web Site Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

7. X-Team Support

Our servers are automatically monitored 24x7 and send out alerts to our X-Team, who respond to all server issues and receive support@imagetrend.com notices 24x7. In addition to our standard services, we offer optional X-Team after-hours and emergency support for our customers. If you are in need of support after business hours or during weekends for everything from application support to hardware and technical emergencies, our X-Team is there to help provide fixes and a guaranteed four-hour turnaround time on service calls placed to them when this level of support has been contracted.

8. Application Usage Support

ImageTrend will provide ongoing support for one year (or as long as contracted) after installation for the customer for any software application errors. This includes continued attention to product performance and general maintenance, but does not include any server related issues, since the application will be installed on the client's servers.

ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

ImageTrend's Application Use Support Team is available Monday through Friday from 8:30 am to 5:00 pm CST at:

Toll Free: 1-888-469-7789

Phone: 952-469-1589

After hours issues may be submitted to support@imagetrend.com. These are responded to by ImageTrend's X-Team, who automatically receive all server and critical notifications 24x7. If an issue is deemed non-critical by the X-team they may elect to respond during normal business hours or charge for after hour's resolution.

9. Maintenance and Upgrades

Included in the ongoing support and warranty during the first year (or as long as contracted) of system usage for the customer are system/product maintenance and upgrades. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and may occur twice a year and include minor and major product changes. Customers are notified in advance of scheduled maintenance. ImageTrend offers multi-level technical support. We provide level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

10. Incident Reporting Malfunctions

ImageTrend takes all efforts to correct malfunctions that are documented and reported by the Client. ImageTrend acknowledges receipt of a malfunction report from a Client and acknowledges the disposition and possible resolution thereof according to the chart below. If the Malfunction reported prevents all useful work from being done, or disables major functions from being performed, we undertake immediate corrective action to remedy the reported issue. If the malfunction reported represents a non-mission critical issue, reasonable corrective action to remedy the malfunction within three business days will be taken. If the malfunction reported disables only non-essential functions, resulting in degraded operations, we undertake reasonable corrective action to remedy the reported malfunction within a reasonable time period.

Submission

All support requests received by either direct phone contacts and support@imagetrend.com are recorded by client, incident description and disposition into our support log.

Severity Level	Examples of each Severity Level:	Notification Acknowledgement: ImageTrend Return Call to Licensee after initial notification of an Error	Action Expectation: Anticipated Error resolution notification after ImageTrend Return Call to Licensee of Notification Acknowledgement of an error.
Severity 1 – Critical	<ul style="list-style-type: none">- Complete shutdown or partial shutdown of one or more Software functions- Access to one or more Software functions not available- Major subset of Software application impacted	Within one (1) hours of initial notification during business hours or via support@imagetrend.com with critical subject status.	Six hours
Severity 2 – Non-Critical	<ul style="list-style-type: none">- Minor subsystem failure-Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a	Within four (4) hours of initial notification	24 Business hours

	first level or response for resolution – usually user error (i.e. training) or forgotten passwords		
Severity 3 – Non-essential	- System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in next version release as mutually agreed upon.	Same day or next business day of initial notification	Next Release

11. Support and Issue Management

Support Log

Information regarding outstanding problems, fixes, modifications and improvements will be available to the Customer electronically and published on a regular basis to a Project Support Log which will be available for Customer's access.

ImageTrend's commitment to service ensures that projects stay on track by anticipating and resolving unexpected issues quickly. ImageTrend Project Management allows project shareholders to identify, prioritize, assign and solve issues based on critical status. Progress is tracked for each issue on the way to resolution.

The Support/Issue queue displays the list of issues and can be sorted by age, ID, reporter, and subject. Graphical aging status keeps project members informed of pending issues, and helps keep the project on track. In addition, each issue upon completion is then marked as 'Closed' and saved for documentation.

In addition to tracking issues, the Support/Issue queue tracks HIPAA incidents. This in turn automatically notifies all designated parties for further action, which may be reporting or further security procedures, such as password changes.

12. Service Requests (enhancements)

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one client and deemed to be outside of the original scope of the product, then a change order is written and presented to the Client. These requests are subject to our standard rates and mutual agreement. Clients review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by ImageTrend using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes but not limited to: development, architecture, testing, documentation, builds, test and uses cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

13. Escalation

ImageTrend has available for their Clients telephone and/or electronic mail support during ImageTrend's normal business hours (8:30 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday, excluding holidays). Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue immediately, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately brought to the attention of both the X-Team and Senior Management.

14. Data Ownership

All customer data collected with ImageTrend applications and hosting remains at all times the property of the customer. Upon request or at the termination of any agreement the customer will receive an encrypted database file including all customer data. The encryption key will be mailed under separate cover. The customer is responsible for providing the proper contact for receiving this information. If the customer requires regular database copies, ImageTrend can provide quarterly encrypted database files \$400/quarter.

15. Data protection

ImageTrend addresses customer privacy issues very seriously. ImageTrend therefore guarantees not to use or make available any personally identifiable information other than administering the client's account and collecting usage statistics in order to improve our products and services specifications. During the term of this Agreement and after termination or expiration of this Agreement, ImageTrend will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by client's and others on ImageTrend's website and acknowledges that all such information is confidential ("Confidential Information"). Confidential Information includes, but is not limited to, the terms and conditions of this Agreement, technical information, price lists, data and business plans. Confidential Information is the exclusive property of the disclosing party and may be used by the receiving party solely in the performance of its obligations under this Agreement. ImageTrend acknowledges that its handling of information on behalf of client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense. This Confidential Information section and all obligations contained therein will survive any termination or expiration of this Agreement.

16. Insurance

ImageTrend has sufficient professional liability insurance against errors and omissions, covering costs or expenses in the event of data loss due to transmission failures or diversion by any party either accidentally or intentionally. Insurance certificate available upon request.

17. Termination cancellation and suspension of service

Each of our customers reserves the right to cancel and terminate its subscription with ImageTrend at any time and for any reason with 30 days written notification. ImageTrend reserves the right to suspend and limit network resources to customers failing to pay

the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time of the payment made to us.

18. Service disruption caused by customer actions

ImageTrend cannot be held liable in the event of service outages caused by direct customer actions. Although through there are limitations on the manipulation of critical server configuration files, server settings, etc. a customer is allowed, if any customer's actions directly result in service outage, ImageTrend will only compensate any other customer affected by this outage. It is up to the customer to think of the consequences related to his/her actions.

19. Limited Liability

EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

20. Indemnification

(a) Subject to the sovereign immunity provisions of Florida Statutes 768.28 and other laws applicable to governmental agencies, Client shall indemnify, hold harmless and, at ImageTrend's request, defend ImageTrend, and its directors, officers, and employees, from and against any liabilities, claims, actions, damages, losses, costs and expenses (including court costs and reasonable fees of attorneys), brought by third parties against ImageTrend arising out of or resulting from CLIENT's infringement of such third party's (a) intellectual property rights, or (b) rights as a potential employee of CLIENT, including applicants or candidates for employment by CLIENT.

(b) ImageTrend shall indemnify, hold harmless and, at CLIENT's request and upon ImageTrend's written agreement, defend CLIENT, and its directors, officers, and employees, from and against any liabilities, claims, actions, damages, losses, costs and expenses (including court costs and reasonable fees of attorneys), brought by third parties against CLIENT arising out of or resulting from ImageTrend's infringement of such third party's intellectual property rights.

(c) ImageTrend's solutions are designed and hosted with the utmost consideration for data privacy concerns, adhering to federal and state guidelines and industry best practices, providing audit trails and notifications of all system transactions. ImageTrend maintains adequate professional liability insurance and will provide CLIENT with a Certificate of Insurance for such. In no event shall Licensor or its licensors or suppliers pay for incidental, indirect, special, or consequential damages, even if they have been advised of or should have foreseen, the possibility of such damages beyond the values as maintained in the professional liability insurance.

(d) Both parties shall promptly notify each other in writing. Either party may, at its sole discretion and expense, participate in the defense of any claim or action and any negotiations for settlement. No settlement which may adversely affect either party's rights or obligations shall be made without either party's prior written approval

21. Payment terms

All SaaS fees are detailed in the investment summary and invoiced monthly for services in advance with payment terms of Net 30 days. Consolidated annual payments available upon request. Fees are subject to annual usage audit.

22. Miscellaneous

a. No provision of this Agreement shall be construed to confer any rights or benefits on any third party not a party to this Agreement.

b. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the applicable laws of the United States of America.

EXHIBIT C

Insurance Certificate

(Intentionally left blank)

EXHIBIT D

HIPAA Business Associate Agreement

Business Associate Agreement

This Business Associate Agreement ("BAA") is effective upon execution of the Agreement between _____, the "Client" or the "Covered Entity," and ImageTrend Inc., a Minnesota corporation located at 20855 Kensington Blvd., Lakeville, MN 55044, "ImageTrend" or the "Business Associate."

I. Background and Purpose.

- (a) Client is subject to and must comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all regulations promulgated pursuant to authority granted therein;
- (b) ImageTrend constitutes a Business Associate of Client (as such term is defined in the Regulations, *see* 45 CFR 160.103) and wishes to commence or continue its business relationship with Client;
- (c) Business Associate acknowledges that Client must comply with the regulations at CFR at Title 45, Parts 160 and 164 and that to achieve such compliance, the written agreement between Client and Business Associate must contain certain satisfactory assurances that Business Associate will appropriately safeguard certain Protected Health Information (as that term is defined in Federal regulations at 45 CFR 164.501) which it receives from, or creates or receives on behalf of Client.

II. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, which is defined as the Code of Federal Regulations ("C.F.R.") at Title 45, Parts 160 and 164.

III. Obligations and Activities of Business Associate.

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, this BAA or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement, this BAA or as required by law.
- (c) Business Associate agrees to report to Client any use or disclosure of the Protected Health Information not provided for in, or permitted by, this BAA of which it becomes aware.
- (d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Client, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
- (e) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client and/or to the Secretary of the Department of Health and Human Services, promptly upon receiving such request, or at such other time as may be designated by the Secretary, for purposes of the Secretary determining Client's compliance with the Privacy Rule.

- (f) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual or an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (g) Business Associate agrees to reasonably promptly provide to Client or an Individual, upon receiving such request, information collected in accordance with Section III (f) of this BAA, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (h) Business Associate agrees to promptly provide access, at the request of client, to Protected Health Information in a Designated Record Set, to client or, as directed by client, to an individual in order to meet the requirements under 45 C.F.R. 164.524.
- (i) Business Associate agrees to promptly make any amendment(s) to Protected Health Information in a Designated Record Set that client directs or agrees to pursuant to 45 C.F.R 164.526 at the request of client or an individual.

IV. Permitted Uses and Disclosures by Business Associate.

- (a) Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Client as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Client.
- (b) Except as otherwise limited in this BAA, Business Associate may use Protected Health Information if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this BAA, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law within the meaning of the Privacy Rule, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- (d) Except as otherwise limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services, if applicable, to Client as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

V. Obligations of Client.

- (a) Client shall notify Business Associate of any limitation(s) in its notice of privacy practices of Client in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Client shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Client shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Client has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- (d) Permissible requests by Client: Client shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule

if done by Client, except that this restriction is not intended, and shall not be construed, to limit Business Associate's capacity to use or disclose Protected Health Information for the proper management and administration of the Business Associate or to provide Data Aggregation services to Client, as provided for and expressly permitted under Section IV. (b), (c), and (d) of this BAA.

VI. Term and Termination.

- (a) *Term.* The Term of this BAA shall be effective upon execution, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, is destroyed or returned to Client, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) *Termination for Cause.* Upon client's knowledge of a material breach by Business Associate, Client shall either:
 - (1) Provide an opportunity for Business Associate to reasonably promptly cure the breach upon receiving notice of the breach or end the violation and terminate this BAA if Business Associate does not cure the breach or end the violation within the reasonable time specified by Client;
 - (2) Immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible; or
 - (3) If neither termination nor cure is feasible, Client shall report the violation to the Secretary.
- (c) *Effect of Termination.*
 - (1) Except as provided in paragraph (2) of this subsection, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information

VII. Miscellaneous.

- (a) *Regulatory References.* A reference in this BAA to a section in the Privacy Rule means the section as in effect or as amended
- (b) *Amendment.* Client and Business Associate agree to take such action as is necessary to amend this BAA from time to time as is necessary for Client to comply with the requirements of the Privacy Rule and HIPAA.
- (c) *Survival.* The respective rights and obligations of Business Associate under Section VI of this BAA shall survive the termination of this Agreement
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Client to comply with the Privacy Rule.

* * *

IN WITNESS WHEREOF, Client and Business Associate have caused this Business Associate Agreement to be executed by duly authorized officers.

FOR IMAGETREND INC. (ImageTrend):

Signature

Michael J. McBrady, President

Agreed to and Accepted as of the Date Indicated Below.

FOR _____ (Client):

Signature

Date

EXHIBIT E

Statement of Work

Overview

CONTRACTOR is delivering an ePCR solution that consists of the Rescue Bridge, EMS Field Bridge and Mobile Fire Inspections Client Products that will be hosted at CONTRACTOR's facility. To complete this end to end solution there will be two (2) data integrations:

- a. Billing Export to Amazon
- b. SmartCOP (CTS America) CAD Interface

Since this is a product offering, the implementation process consists mostly of installation, testing, and training performed by CONTRACTOR's personnel. Additionally the integrations will require a review of the various systems with which this system will communicate. The data elements, data file format, data exchange standard and the configuration mapping will need to be defined for each. As an open system, seamless data flow and exchange are the goal and accomplished with the support of multiple data file formats and an experienced integrations staff.

Project Planning

The planning process will begin with a kickoff meeting after contract agreement. This will establish the groundwork for this venture, informing all parties of their roles and responsibilities. Additionally, guidelines will be laid for the infrastructure, data dictionary, data imports/exports and the exact details of the acceptance procedure will also be established. The initial steps of finalization of specifications and acceptance criteria will be accomplished with CONTRACTOR's personnel and will be subject to approval by CLIENT's representative.

A task breakdown of a typical Implementation Plan follows:

- Rescue Bridge, EMS Field Bridge and Mobile Fire Inspections Client Application Review to include finalization of the data set, validation rules, system data exchange requirements, acceptance criteria, review training plan and deployment timeframes. CLIENT will be required to complete the implementation workbook;
- Present initial Project Plan deliverable consisting of Project Schedule, Testing Plan, and Training Plan;
- Ongoing weekly Status Reports;
- Rescue Bridge will be installed in the ImageTrend environment for Initial acceptance to include all agreed base functionality. The deliverable for this are the associated licenses;
- Training as specified in the training plan;
- SmartCOP (CTS America) CAD Interface
- Billing Export to Amazon
- Finalize Acceptance Testing
- Installation on the production environment at ImageTrend's data center
- Ongoing data collection and final acceptance review
- Go Live
- Ongoing support

Deliverables

CONTRACTOR will present the following deliverables (i.e., work products) to CLIENT for acceptance. Acceptance means that the deliverable is complete and meets expectations. Acceptance of deliverables on a timely basis is critical in order to avoid delays to the project and establish milestone payment points.

- Contract signature
- Project Plan deliverable consisting of Project Schedule, Testing Plan, and Training Plan;
- Weekly status reports
- Product Licenses
- Installation on ImageTrend's Servers

- Training
- Each Integration acceptance
- Final Acceptance / Go Live

Implementation

Deployment

As a product offering, the Rescue Bridge implementation begins with the deployment to the CONTRACTOR server environment and configured to the details as completed in the implementation workbook completed by CLIENT staff. This will then be reviewed with CLIENT and initial testing can begin. Status updates and phone meetings will be held during the development phase to review functionality.

Modifications and System Enhancements

As a COTS system the Rescue Bridge will be implemented as is and will be configured for usage by the CLIENT's staff. Any modification or system enhancements that are not part of any scheduled release plan are considered out of scope and will be accomplished after a mutually agreed upon Statement of Work and costs has been established.

Testing

Testing will include performance, stability, data integrity, and connectivity measures. Complete testing and acceptance criteria are mutually detailed during the kick-off meeting. In general the tasks will be performed by the CONTRACTOR's team with CLIENT team members responsible for review, modification requests and acceptance.

Training

The CONTRACTOR's Training Curriculum will be reviewed with CLIENT to ensure that all courses are designed to address CLIENT's specific needs. "Train-the-trainer" sessions will train a designated person(s) from CLIENT in all aspects of system administration and usage and provides the basic materials for the training plan for all field personnel. CONTRACTOR will provide the number of training days as specified in CONTRACTOR's Proposal.

Ongoing training sessions will be held regularly (perhaps every 6 months) for new personnel and as review for existing personnel if contracted or may be contracted as necessary. These sessions will be conducted by the trainer via Webinar or alternatively, CONTRACTOR can offer these onsite for additional fees.

CONTRACTOR's Training Curriculum is broken down into two types of training sessions, User Training and Administrator Training.

- User Training.** CONTRACTOR will provide training for up to 25 students total in the use of the Field Bridge, Mobile Fire Inspections and Rescue Bridge applications, 5 hours per day, 1 day. From 9:30am to 12 noon, 1 pm to 3:30pm. Training will be provided in Lake City, Florida at an appropriate facility as determined by the CONTRACTOR's Project Manager and the CLIENT Project Manager. Training costs will be paid for by CLIENT.
- Administrator Training.** Administration Training will focus on system administration and all the features associated with maintaining the application. Additional training will focus on data collection as well as reporting and data analysis. Administration training will include the knowledge to provide Level 1 support and training to field personnel. It is recommended that this training be accomplished in groups, since the interactive questions and assistance improves the learning process and establishes the communication links for the ongoing system usage. CONTRACTOR will provide training on the installation, configuration, and maintenance of the Field Bridge, Mobile Fire Inspections and Rescue Bridge applications for technical support personnel (up to 10) for 8 hours per day, 2 days, from 8:00am to 12noon, 1pm to 5:00pm. Training will be provided in Lake City, Florida at an appropriate facility as determined by CONTRACTOR's Project Manager and the CLIENT Project Manager. Training costs will be paid for by CLIENT.

- c. **Documentation** will be provided in PDF format, which CLIENT will be allowed to reproduce for their own internal use. Access will also be provided to ImageTrend University, which contains self-guided tutorial online videos as additional educational materials, which can be used for either initial or refresher training. When accessing ImageTrend University through their application, users can view educational videos, manuals, quick guides and workbooks to assist them in better understanding our software and support train-the-trainer sessions. These manuals may be copied and/or digitized by CLIENT for CLIENT's internal use.

Integrations

The following integrations have been established to define the overall data flow goals. It is understood that during discovery and finalization of the requirements for each integration the data elements, data file format, data exchange method, mapping and validation will be defined. Modifications may be necessary to accommodate technical issues and feasibility constraints, as well as third party vendor cooperation. These will be clearly discussed with all alternatives to accomplish the most advantageous solution. CLIENT agrees to be responsible for facilitating necessary communications with the third party vendors. The actual implementation strategy and timeline will be mutually agreed upon.

Technical Contacts

CLIENT Contacts:

Name: Rusty Noah
Title: Assistant Chief – EMS Operations
Phone: 386-758-2120 (office)
Email: columbiacountyems@comcast.net

Billing Export Contact: Amazon

Name:
Title:
Phone: 1 563 387 3191
Email:
Version Number:
Website: <http://www.ortivusna.com/Products/Sweet-Billing.asp>
Specification sheet required and will be found in the Project Plan

CAD Contact: SmartCOP (CTS America)

Name: Chris Rawson
Title: Project Manager
Phone: (850) 429-0082
Email: Chris.Rawson@cts-america.com
Version Number:
Website: <http://www.cts-america.com/>
Specification sheet required and will be found in the Project Plan

Final Deployment

Once the installation is completed, the training plan and Go Live procedure will be reviewed and modified if necessary. Testing will include performance, stability, data integrity and connectivity measures. At this point the full application usage will begin. At the end of this phase a status review and final acceptance meeting will be held.

Project Schedule

- a. CLIENT ePCR Initial Implementation Schedule – see attached Microsoft Project Plan.
- b. Prior to CLIENT's signature of this document, CONTRACTOR and CLIENT will define and mutually agree to a Schedule of Services and associated Payment Schedule, included in Exhibit A, that will be reviewed, the milestones defined together with the requisite dollar payment for each milestone. Go-Live needs to be defined with a date certain for completion (with acceptance of the system). These need to be specifically set out and approved by CLIENT and

CONTRACTOR prior to execution of the Agreement and may be reviewed and modified on an ongoing basis during the duration of the contract. Mutually agreed to changes can be accomplished without a contract amendment.

Customer Review and Acceptance

Acceptance of Deliverables

When CONTRACTOR has completed a Deliverable, CONTRACTOR shall forward such Deliverable to CLIENT with an Acceptance Form. Acceptance of a Deliverable shall be based on its conformity to the Contract Documents. Within) working days after CLIENT's receipt of such Deliverable, or as otherwise mutually agreed by the parties, CLIENT shall return to CONTRACTOR the Acceptance Form executed by CLIENT's project manager or shall forward to CONTRACTOR's project manager a written report requesting modification.

Acceptance Testing

CLIENT shall commence and complete acceptance testing in accordance with the Testing Plan submitted as part of the Project Plan. CLIENT shall evaluate the System for purposes of acceptance against the Acceptance Testing Criteria

Final Acceptance

Upon agreement between CONTRACTOR and CLIENT that all Deliverables have been received and accepted, CONTRACTOR shall certify in writing to CLIENT that the System is ready for First Full Functional Use.

Special Considerations

This section will detail all special considerations previously discussed and agreed to by CLIENT and CONTRACTOR.

1. Not Applicable

EXHIBIT F

Deliverable Acceptance Signoff Form

**ImageTrend Implementation
Deliverable Acceptance Form**

Project Name	Columbia County EMS Implementation	Date Submitted	
Deliverable Name		Date Reply Due	

Description and Acceptance Criteria

Deliverable Amount: \$ _____.

Client Acceptance

☐

Approve

☐

Disapprove

Signature

Date

Type or Print Name

Remarks

SOFTWARE LICENSING AND RELATED SERVICES AGREEMENT

Contract No. IT – 2009 – 719 Amendment 1

This agreement (hereinafter referred to as this "Agreement") is made as of the date executed by the last of the parties named below:

BETWEEN: IMAGETREND, INC., a Minnesota corporation (hereinafter "ImageTrend")

AND: COLUMBIA COUNTY EMS (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the original Contract between Columbia County EMS and ImageTrend, Inc. for Software Licensing and Related Services Agreement.

1. The purpose of this Amendment is for Client to purchase an add on to the Columbia County Rescue Bridge Complete system for Lake City as quoted in Proposal CJ-080 included as Exhibit G.
2. ImageTrend will invoice Client for the services listed in the payment schedule listed in Exhibit G.
3. The addition of Exhibit H, a HIPAA BAA to be signed by ImageTrend and Lake City.
4. The Amendment does not change any previously-agreed-to ending date for the original Contract itself.
5. All other terms and conditions remain the same.
6. Product functionality has been reviewed and no customization is anticipated. Out of Scope customization is \$110.00/hr and performed only under mutually agreed upon Statement of Work.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first recorded herewithin.

APPROVED AS:

"CLIENT"

"IMAGETREND"

By: _____

By: _____

Name: _____

Michael J. McBrady

Title: _____

President

Dated: _____

Dated: _____

Exhibit G

To: Columbia County Fire EMS
 For: Lake City
 PO Box 1529
 Lake City, FL 32056
 Columbiacountyems@comcast.net



PROPOSAL

Salesperson	Proposal Number	Date
Chris Jones	CJ080	August 21, 2009

Description	Qty	Unit Price	Total
Software			
Rescue Bridge License Complete (Columbia County Site add on)	1	\$3,000.00	\$3,000.00
Additional Monthly Hosting	12	\$25.00	\$300.00
<u>EMS Modules Included:</u>			
• QA/QI			
• CE/Training			
• Report Writer			
• History			
• Documents			
• Website			
• Staff			
• Demographics			
<u>Fire Modules Included:</u>			
• NFIRS 5.0			
• Reporting			
• Staff Demographics			
• Preplan Overview,			
• Mapping			
• Inspections			
• Personnel Calendar			
• Locations			
• Hydrants			
• Shift Setup			
• Equipment			
• Training			
Other Integrations (included in Rescue Bridge License Complete – Columbia County Site add on for Lake City)			
Reports Dashboard	1	Included	Included
Hospital View	1	Included	Included
Auto CMS Service Level	1	Included	Included
EMS Certification Dashboard	1	Included	Included
Inventory Checklist	1	Included	Included
Optional (Available for purchase at later date)			
Mobile Fire Inspections Client	1	\$1,500.00	
Mobile Fire Inspections Client Annual Support	1	\$500.00	
Billing Bridge Integration: Ortivus Amazon	1	\$4,000.00	
Billing Bridge Annual Support	1	\$500.00	
TOTAL			\$3,300.00
Fees after Year 1			\$300.00

Terms of Agreement

- *The above mentioned items will be invoiced according the payment schedule below with payment terms of net 30 days.
- *The recurring annual support will be billed annually.
- *Project completion occurs upon receipt of the product.
- *A 90 day warranty is in effect for ninety (90) days from receipt of the product.
- *All hosting fees are based upon anticipated usage and include an average of 3 GB Bandwidth and 30 GB of Storage. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/GB/month for Bandwidth and \$15/10GB/month for Storage.

Payment Schedule:

A-1 Implementation Services

The table below provides a payment schedule for services performed during the configuration and implementation of Contractor's Software.

Description	Deliverable	Cost
Rescue Bridge Add-on Fee and Rescue Bridge Annual Hosting Fee	Completion of Setup of Rescue Bridge add on for Lake City	\$ 3,300.00
Annual Fees (Rescue Bridge Hosting)	Annually on the Go-Live Anniversary	\$ 300.00

Statements/Invoices should be mailed to:

Rusty Noah
Columbia County EMS
PO Box 1529
Lake City, FL 32056
Phone: 386-754-7057
Email: columbiacountyems@comcast.net

EXHIBIT H

HIPAA Business Associate Agreement

Business Associate Agreement

This Business Associate Agreement ("BAA") is effective upon execution of the Agreement between Lake City, the "Client" or the "Covered Entity," and ImageTrend Inc., a Minnesota corporation located at 20855 Kensington Blvd., Lakeville, MN 55044, "ImageTrend" or the "Business Associate."

I. Background and Purpose.

- (a) Client is subject to and must comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all regulations promulgated pursuant to authority granted therein;
- (b) ImageTrend constitutes a Business Associate of Client (as such term is defined in the Regulations, *see* 45 CFR 160.103) and wishes to commence or continue its business relationship with Client;
- (c) Business Associate acknowledges that Client must comply with the regulations at CFR at Title 45, Parts 160 and 164 and that to achieve such compliance, the written agreement between Client and Business Associate must contain certain satisfactory assurances that Business Associate will appropriately safeguard certain Protected Health Information (as that term is defined in Federal regulations at 45 CFR 164.501) which it receives from, or creates or receives on behalf of Client.

II. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, which is defined as the Code of Federal Regulations ("C.F.R.") at Title 45, Parts 160 and 164.

III. Obligations and Activities of Business Associate.

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, this BAA or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement, this BAA or as required by law.
- (c) Business Associate agrees to report to Client any use or disclosure of the Protected Health Information not provided for in, or permitted by, this BAA of which it becomes aware.
- (d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Client, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
- (e) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client and/or to the Secretary of the Department of Health and Human Services, promptly upon receiving such request, or at such other time as may be designated by the Secretary, for purposes of the Secretary determining Client's compliance with the Privacy

Rule.

- (f) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual or an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (g) Business Associate agrees to reasonably promptly provide to Client or an Individual, upon receiving such request, information collected in accordance with Section III (f) of this BAA, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (h) Business Associate agrees to promptly provide access, at the request of client, to Protected Health Information in a Designated Record Set, to client or, as directed by client, to an individual in order to meet the requirements under 45 C.F.R. 164.524.
- (i) Business Associate agrees to promptly make any amendment(s) to Protected Health Information in a Designated Record Set that client directs or agrees to pursuant to 45 C.F.R 164.526 at the request of client or an individual.

IV. Permitted Uses and Disclosures by Business Associate.

- (a) Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Client as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Client.
- (b) Except as otherwise limited in this BAA, Business Associate may use Protected Health Information if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this BAA, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law within the meaning of the Privacy Rule, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- (d) Except as otherwise limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services, if applicable, to Client as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

V. Obligations of Client.

- (a) Client shall notify Business Associate of any limitation(s) in its notice of privacy practices of Client in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Client shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Client shall notify Business Associate of any restriction to the use or disclosure of Protected

Health Information that Client has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

- (d) **Permissible requests by Client:** Client shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Client, except that this restriction is not intended, and shall not be construed, to limit Business Associate's capacity to use or disclose Protected Health Information for the proper management and administration of the Business Associate or to provide Data Aggregation services to Client, as provided for and expressly permitted under Section IV. (b), (c), and (d) of this BAA.

VI. Term and Termination.

- (a) **Term.** The Term of this BAA shall be effective upon execution, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, is destroyed or returned to Client, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) **Termination for Cause.** Upon client's knowledge of a material breach by Business Associate, Client shall either:
 - (1) Provide an opportunity for Business Associate to reasonably promptly cure the breach upon receiving notice of the breach or end the violation and terminate this BAA if Business Associate does not cure the breach or end the violation within the reasonable time specified by Client;
 - (2) Immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible; or
 - (3) If neither termination nor cure is feasible, Client shall report the violation to the Secretary.
- (c) **Effect of Termination.**
 - (1) Except as provided in paragraph (2) of this subsection, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information

VII. Miscellaneous.

- (a) **Regulatory References.** A reference in this BAA to a section in the Privacy Rule means the section as in effect or as amended
- (b) **Amendment.** Client and Business Associate agree to take such action as is necessary to amend this BAA from time to time as is necessary for Client to comply with the requirements of the Privacy Rule and HIPAA.

(c) *Survival.* The respective rights and obligations of Business Associate under Section VI of this BAA shall survive the termination of this Agreement

(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Client to comply with the Privacy Rule.

* * *

IN WITNESS WHEREOF, Client and Business Associate have caused this Business Associate Agreement to be executed by duly authorized officers.

FOR IMAGETREND INC. (ImageTrend):

Signature

Michael J. McBrady, President

Agreed to and Accepted as of the Date Indicated Below.

FOR _____ (Client):

Signature

Date