

**FIRST AMENDMENT TO AGREEMENT, #8747
BETWEEN ALACHUA COUNTY, FLORIDA AND
RAVE WIRELESS, INC. FOR SMART911 SYSTEM**

THIS FIRST AMENDMENT made and entered into this 26th day of June 2018 (“First Amendment Effective Date”), between Alachua County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Rave Wireless, Inc. d/b/a Rave Mobile Safety, a Delaware corporation, its successors and assigns, and hereinafter referred to as CONTRACTOR. Any capitalized terms used in this First Amendment, unless otherwise specifically defined herein, shall have the meanings assigned to them in the Agreement (as defined below).

WITNESSETH:

WHEREAS, the parties entered into the *Agreement Between Alachua County, Florida and Rave Wireless Inc. for Smart 911 System* on October 1, 2013 (the “Agreement”); and

WHEREAS, the parties wish to (i) amend and extend the term of the Agreement and (ii) add the RapidSOS Service Data (as defined in Exhibit C attached hereto) as part of the Smart911 services covered by the Agreement, subject to the terms and conditions of this First Amendment;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree to amend the Agreement as of the First Amendment Effective Date as follows:

A. The first sentence of Section 1.1 of Paragraph 1 of the Agreement (**Scope of Services**) is amended and restated to read as follows (including the addition of Exhibit C referenced therein and attached to this First Amendment):

“1.1. On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide the Services outlined in the Statement of Work set forth in Exhibit A, attached hereto and incorporated herein by reference, together with the RapidSOS Service Data subject to the terms and conditions set forth in Exhibit C, attached hereto and incorporated herein by reference (it being understood and agreed that any capitalized terms used in this Agreement, unless otherwise specifically defined herein, shall have the meanings assigned to them in Exhibits B and C attached hereto and incorporated herein by reference).”

B. Section 2.1 of Paragraph 2 of the Agreement (**Term**) is amended and restated in its entirety to read as follows:

“2.1. This Agreement shall be effective for a ten (10) year period commencing October 1, 2013

and ending September 30, 2023. The Agreement prices shall prevail for the full duration of this Agreement. No increases in price shall be permitted unless duly approved by both parties hereto. This Agreement may be renewed, through written amendment agreed to by both parties for additional five (5) year increments."

C. Section 4.1 of Paragraph 4 of the Agreement (**Method of Payment**) is amended and restated in its entirety to read as follows:

"4.1. For the term of this Agreement the COUNTY shall pay CONTRACTOR for the Services rendered herein the price of \$337,500.00 divided as follows: (a) in year one, the initial fee of \$125,000.00; (b) in years two through five, an annual fee of \$25,000.00; and (c) in years six through ten, an annual fee of \$22,500.00, which for each such year includes the license of the Smart911 Services covered by this Agreement for the COUNTY's primary and backup 911 facilities (PSAP's). There will be no increase in the fee during the term of this Agreement."

D. Section 4.2 of Paragraph 4 of the Agreement (**Method of Payment**) is amended by adding a third sentence thereto to read as follows:

"Each year thereafter, for years six through ten, October 1, 2018 to September 30, 2023, the COUNTY shall remit to the CONTRACTOR the annual fee of \$22,500.00 upon receipt of an invoice from the CONTRACTOR."

E. Paragraph 6 of the Agreement (**Project/Public Records**) is amended and restated in its entirety to read:

6 Project Records.

6.1 General Provisions

6.1.1 Any document submitted to the County may be a Public Record (as defined below) and is open for inspection or copying by any person or entity in accordance with applicable Florida or federal law. "Public Records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section (119.011(11), Florida Statutes, or as otherwise provided by law.

6.1.2 For a period of five (5) years, or as required by Section 119.0701, Florida Statutes (Public Records Act) or applicable federal law, whichever period is greater, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain Public Records specifically related to the Services performed by Contractor for the County under this Agreement as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of Public Records, provide the County with a copy of the requested records or allow

the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the Public Records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

6.1.3 Contractor shall ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

6.2 Confidential Information

6.2.1 During the term of this Agreement, the Contractor may claim that some, or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor.

6.2.2 The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any third-party claims or judgments to the extent arising out of a request for disclosure of Contractor's Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the Contractor, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Subject to the terms and conditions of this Section 6.2, Contractor releases County from claims or damages related to disclosure by County of Contractor's Confidential Information.

6.3 **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall, at Contractor's sole option, transfer, at no cost, to the County all Public Records in

possession of the Contractor or keep and maintain Public Records specifically related to the Services performed by Contractor for the County under this Agreement. If the Contractor transfers all Public Records to the County upon completion or termination of the Agreement, it must destroy any duplicate Public Records, except those that are exempt or Confidential to Contractor and exempt from public records disclosure requirements. If the Contractor keeps and maintains Public Records upon the completion or termination of the Agreement all applicable requirements for retaining Public Records shall be met subject to the terms and conditions of this Paragraph 6. All Public Records stored electronically shall be provided to the County, upon request from the County's custodian of Public Records in accordance with this Paragraph 6, in a format that is compatible with the information technology systems of the County.

6.4 Compliance

6.4.1 If the Contractor does not comply with the County's request for Public Records subject to the terms and conditions of this Paragraph 6, the County shall enforce the contract provisions in accordance with the Agreement.

6.4.2 A Contractor who fails to provide the Public Records to the County subject to the terms and conditions of this Paragraph 6 within a reasonable time may be subject to penalties under s.119.10

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT e-mail kgodwin@alachuacounty.us, phone (352)-338-7361, or U.S. mail at Keith Godwin 911 SE 5th ST, Gainesville FL, 32601

F. This First Amendment shall take effect upon execution by both parties as of the First Amendment Effective Date.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed as of the First Amendment Effective Date.

ALACHUA COUNTY, FLORIDA

By: [Signature]
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

[Signature]
J.K. (Jess) Irby, Clerk

APPROVED AS TO FORM:

[Signature]
Alachua County Attorney's Office

(SEAL)

RAVE WIRELESS, INC.

ATTEST (By Corporate Officer)

By: [Signature]
Print: Meghan Beck
Title: Corporate Controller

By: [Signature]
Print: William T Platt
Title: CEO

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTERNET UNDER OFFICE OF MANAGEMENT AND BUDGET SECTION.

Exhibit A
STATEMENT OF WORK



Smart911
Statement of Work (SOW)
ALACHUA COUNTY FLORIDA
5/8/2013



1 Management Summary

This Statement of Work covers the effort necessary to implement Smart911. Day 1 in this document refers to the working day following the execution of this agreement and marks the beginning of the proposed schedule. Smart911 will provide call takers, dispatchers and first responders with additional critical caller data about subscribed callers in order to speed response times and improve response effectiveness. This SOW includes integration of the Smart911 service into the Alachua County's PSAPs, configuration of the hosted Smart911 service, access to the Smart911 First responder/dispatcher portal, installation of the Smart911 client on selected workstations and necessary technical support and user training. This SOW also outlines the responsibilities of the Client and the supported PSAP to ensure project success. Unless otherwise noted, all work will be performed remotely.

2 Summary of Smart911 Components

Below is a summary of the Smart911 components being delivered as a part of the deployment.

<i>Item</i>	<i>Description</i>
Smart911 License	License to access hosted, secure national database of Smart911 citizen profiles.
Smart911 First Responder Portal	Hosted, secure online portal providing first responder and dispatchers access to subscriber account profiles for active cases based on userid, password and case ticket number (which is generated by Smart911)
Smart911 CPE Server Software	Software installed on local server which listens to the ALL spill, queries the Smart911 SaaS Server and broadcasts results on the local network to the Smart911 Workstation client.
Smart911 Client Workstation Application	Lightweight .exe installed on work station that interacts with CPE server to provide call taker or dispatcher with customer profile data via an embedded, pop-up web browser.
Smart911 Administration Portal	Hosted, secure online portal providing administrative functions such as user management and reporting.
Smart911 SMS License	License to utilize Smart911's SMS chat functionality.

3 Roles and Responsibilities

Below is a summary of the roles and responsibilities for the deployment.

Rave Mobile Safety	Client
Provide a copy of this SOW and Smart911 Launch Form.	Identify Functional and Technical contacts, as well as appropriate backups
Project management and executive support.	Project management and executive support.
Provide the Smart911 CPE and Profile viewer software. Procure Hardware for Local Smart911 Servers.	Procure internet connectivity for Smart911 CPE.
Facilitate the installation of the Smart911 CPE and Client Workstation Applications.	Installation of the Smart911 CPE and Client Workstation Software. Allow for VPN access, or Webex desktop share or some other sort of control of CPE Server and Client Workstations to facilitate Smart911 Support from Rave for install
Perform the necessary set up and configurations to track citizen registrations and PSAP usage data for reporting purposes	Integration of information available from Smart911 into the correct PSAP procedures and best practices as well as any training required to ensure proper implementation of those procedures
Configurations to ensure proper parsing of the ALI spill.	Provide access to the ALI Spill. Allow for VPN access, or Webex desktop share or some other sort of control of CPE Server and Client Workstations to facilitate Smart911 Support from Rave
Rave will provide the following training services: <ul style="list-style-type: none"> > 2 training sessions via WebEx in a "Train the Trainer" format > Training tools (powerpoint decks, Administration Guide, etc) > Provide sample SOPs and FAQ documents 	Training of call takers, dispatchers, and supervisors that will be utilizing Smart911.

Provide access to Smart911 First Responder Portal	Training of necessary personnel to provide First Responder Portal access.
Provide 24x7 phone and email technical support as well as 8x5 phone and email support for non-critical support questions	Provide IP addresses and/or ranges from your network in which we can expect to receive traffic and work with Rave Mobile Safety to test and troubleshoot any connectivity issues.
<p>Rave Mobile Safety will provide the following Marketing tools:</p> <ul style="list-style-type: none"> > Marketing best practices and communication channel overview > Marketing asset templates, including web banners for municipal web sites, press kit, and example newsletters for schools and community outreach groups > As part of the early adopter program, Rave will also customize all marketing materials per the needs of the County and participating municipalities 	Broad public awareness campaign to ensure citizen adoption. Examples include: inclusion of registration links on community web sites; inclusion of registration reminders in written communications with citizens; email marketing campaigns; and distribution of registration information through community channels such as schools, elderly centers, hearing disabled communities and libraries.

4 Proposed Schedule

<i>Milestone</i>	<i>When*</i>
Client and Rave Mobile Safety execute Agreement.	Day 0
Rave sends Welcome email to Client with Launch Form, Admins guides, Training Materials and other pertinent implementation documents	Week 1
Client identifies project manager and technical contacts.	Week 1
Smart911 Kickoff	Week 1
Rave Provides Smart911 CPE and Workstation Software	Week 1
Client Returns Smart911 Launch Form to Rave	Week 1
Rave will provide CPE Server available for software installation	Week 2
Client installs CPE Software and Workstation Software	Week 2
Client provides access to CPE Server and Workstations for Rave to complete configurations (May be VPN, Webex etc)	Week 2
Rave completes CPE Server and Workstation Configurations	Week2
Client makes personnel available to assist Rave with testing	Week 2
Training and continued testing	Week 3
Deploy Marketing Plan, Go-Live	Week 4

* "Week" refers to Working Weeks starting with the Week following the execution of Agreement. Delays in this schedule by Client may impact subsequent activities.

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RapidSOS ORDER FORM

CLIENT INFORMATION:

CLIENT NAME ("CLIENT"):	Alachua County Board of County Commissioners
ADDRESS:	PO Box 5038
	Gainesville, FL 32627
CONTACT NAME/TITLE:	Keith Godwin
PHONE:	352-338-7361
EMAIL:	kgodwin@alachuacounty.us

ORDER DETAIL:

TERM LENGTH	Effective Date through September 30, 2023
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PRODUCT LICENSE AND FEES:

Licensed Product Name	License Fee
RapidSOS Service Data	No Additional Charge

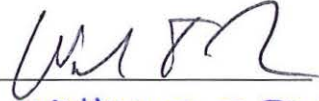
SPECIAL CONDITIONS:

- Effective Date.** The effective date of this RapidSOS Order Form ("Effective Date") will be the effective date of the First Amendment to that certain Agreement between Client and Rave dated as of October 1, 2013 ("Agreement").
- Services Agreement.** In the event of any inconsistencies between the Agreement between Client and Rave, as amended by the above-referenced First Amendment, and this Rapid SOS Order Form with respect to the RapidSOS Service Data only, the terms of this RapidSOS Order Form shall be controlling. All other provisions of the Agreement and any subsequent addenda or Order Forms, if any, that are not in conflict with or changed by the terms hereof, shall remain in full force and effect.
- Client Compliance.** Client shall use the Services in compliance with all applicable laws, statutes, regulations, ordinances, rules or other requirements promulgated by governing authorities or otherwise imposed by Third Party Service Providers having jurisdiction over the Parties or the operation or use of the Services, including without limitation any contract provisions prohibiting Client from utilizing the Services to deliver to any Third Party Service Provider for transmission or dissemination material that violates any content restrictions set forth therein. In any event, Client shall not (i) deliver to Third Party Service Providers for transmission or disseminate any content or material under this Agreement that (a) is harassing, defamatory, libelous, abusive, threatening, obscene, coercive or objectionable, including material that is false, misleading or inaccurate or (b) violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property or similar laws or regulations; (ii) use the Services or Rave's systems to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail", or other advertising material to persons or entities that have not specifically agreed to receive such material by either opting in or not opting out in a lawful manner; (iii) send messages to individuals who have opted out of receiving messages from Client; or (iv) use the Services or Rave systems to introduce malicious programs into the Products, Rave's systems, or the Third Party Service Providers' networks or servers, including viruses, worms, Trojan horses, e-mail bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including executing any form of network monitoring that will intercept or extract data. Under no circumstances shall Client be authorized to make any representations, warranties or guarantees with respect to the Services, except to the extent expressly set forth in this Agreement.
- Third Party Service Provider** means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephone, internet or other intermediary services to subscribers that allow or relate to the operation or use of the Services by end users or a licensor or other third party from whom Rave has received sublicensing rights in connection with the operation or use of the Products, as the case may be.


5. **Rapid SOS Service Data Additional Terms and Conditions.** In consideration of the additional location and other data ("RapidSOS Service Data") to be provided by RapidSOS, Inc. ("RapidSOS") and made available by Rave to Client as part of the Services under the Agreement at no additional charge, Client hereby understands and agrees that: (i) the RapidSOS Service Data is provided for informational purposes only and that RapidSOS Service Data should not replace other emergency location information and should not be exclusively relied-upon in an emergency scenario and is not intended to replace the services of primary safety and emergency response services, (ii) RapidSOS will be providing the RapidSOS Service Data to a public safety answering point as a Third Party Service Provider that elects to provide such services without being required to do so by the Federal Communications Commission, (iii) Client shall not use the RapidSOS Service Data in violation of any person's rights of privacy or rights to personality or otherwise in violation of any fiduciary relationship, and (iv) notwithstanding the section regarding No Third Party Beneficiaries in Exhibit B to the Agreement between Client and Rave, RapidSOS will be deemed to be an express third party beneficiary under Product Restrictions of such Exhibit B and Section 3 (Client Compliance) above, with respect to the restrictions set forth therein solely as it relates to the RapidSOS Service Data made available as part of the Services.

IN WITNESS WHEREOF, the undersigned have caused this RapidSOS Order Form to be executed by their respective duly authorized representatives as of the Effective Date.

Rave Wireless, Inc. d/b/a Rave Mobile Safety

By: 
Name: William T Platt
Title: CEO
Date: 5/31/18

Alachua County Board of County Commissioners

By: 
Name: _____
Title: _____
Date: _____


APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY