Dane County Contract Cover Sheet

Res 344 significant

Dept./Division	Public Safety Communications
Vendor Name	Firstwatch Solutions Inc.
Vendor MUNIS #	29879
Brief Contract Title/Description	Allow Dane County access to the FirstWatch software tool and related integrations for data analysis aggregation
Contract Term	December 31, 2024
Total Contract Amount	$ 114,160.00

Contract # Admin will assign	13836
Addendum	☐ Yes ☒ No

Type of Contract

☒	Dane County Contract
☐	Grant
☐	County Lessee
☐	County Lessor
☐	Intergovernmental
☐	Purchase of Property
☐	Property Sale
☐	Other

Purchasing Authority	☐ **$10,000 or under – Best Judgment** (1 quote required)
	☐ **Between $10,000 – $36,000 ($0 – $25,000 Public Works)** (3 quotes required)
	☐ **Over $36,000 ($25,000 Public Works)** (Formal RFB/RFP required) **RFB/RFP #**
	☐ **Bid Waiver – $36,000 or under** ($25,000 or under Public Works)
	☒ **Bid Waiver – Over $36,000** (N/A to Public Works)
	☐ **N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other**

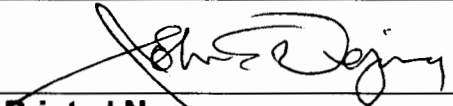| MUNIS Req.	Org Code	CPPUBSAF	Obj Code	57276	Amount	$ 71,019.00
Req # 2056	Org Code		Obj Code		Amount	$
Year 2019	Org Code		Obj Code		Amount	$

Resolution	**A resolution is required if the contract exceeds $100,000 ($40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.**
	☐ Contract does not exceed $100,000 ($40,000 Public Works) – a resolution is not required.
	☒ Contract exceeds $100,000 ($40,000 Public Works) – resolution required. **Res #**
	☐ A copy of the Resolution is attached to the contract cover sheet. **Year**

Contract Review/Approvals

Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/14/19		
	Controller		11/14/19	
Cae	Purchasing	11/14/19	11/14/19	
	Corporation Counsel	11/14/19	11/14/19	
	Risk Management	11/14/19	11/14/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Rich McVicar	**Name**	Katelyn Gilligan
Phone #	608-283-2911	**Phone #**	760-658-9850
Email	mcvicar@countyofdane.com	**Email**	kgilligan@firstwatch.net
Address	CCB, Room 109	**Address**	1930 Palomar Point Way, Suite 101 Carlsbad, CA 92008
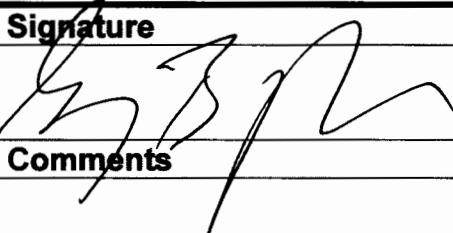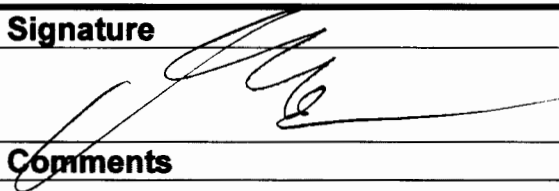
Certification: The attached contract is a:	
☐	Dane County Contract <u>without</u> any modifications.
☒	Dane County Contract <u>with</u> modifications. **The modifications have been reviewed by:** Marcia MacKenzie
☐	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract

	Signature	Date
Dept. Head / Authorized Designee	*John E. Dejung*	11/3/19
	Printed Name John E. Dejung	

Contracts Exceeding $100,000
Major Contracts Review – DCO Sect. 25.11(3)

	Signature	Date
Director of Administration		11·15·19
	Comments	
Corporation Counsel	Signature	Date
		11/14/19
	Comments	

1   **2019 RES-344**

2   **AUTHORIZING AGREEMENT WITH FIRSTWATCH SOLUTIONS INC.**

3

4   Firstwatch Solutions Inc of Carlsbad, California, provides a platform to integrate with the County's

5   Computer-Aided Dispatch and call triage protocol software and allow for real-time situational

6   awareness, dashboard displays, data analysis and automated alerting. The Personnel & Finance

7   Committee approved bid waiver 2019 ACT-204 due to the firm's unique ability to provide these services.

8   Capital budget account CPPUBSAF57276 includes funds for this project. The Public Safety

9   Communications Technical Services Manager will oversee this project on behalf of the County.

10

11   NOW, THEREFORE, BE IT RESOLVED that the County Board authorize a five year agreement with

12   Firstwatch Solutions Inc., with the cost being $114,160.

13

14   BE IT FINALLY RESOLVED that the County Executive and County Clerk are authorized to execute the

15   contract document.

DANE COUNTY CONTRACT # 13836

<table>
<tr><td># of Pages Including Schedules:</td><td>16</td></tr>
<tr><td>Expiration Date:</td><td>December 31, 2024</td></tr>
<tr><td>Authority:</td><td>Res. #   , 19-20</td></tr>
<tr><td>Department:</td><td>Public Safety Communications</td></tr>
<tr><td>Maximum Cost:</td><td>$114,160.00</td></tr>
<tr><td>Registered Agent:</td><td>Corporation Service Company</td></tr>
<tr><td>Registered Agent Address:</td><td>8040 Excelsior Drive, Suite 400
Madison, WI 53717</td></tr>
</table>

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and FirstWatch Solutions Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr. Blvd. #109, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of allowing Dane County access to the FirstWatch software tool and related integrations for data analysis aggregation; and

WHEREAS PROVIDER, whose address is 1930 Palomar Point Way, Suite 101, Carlsbad, CA 92008, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. **TERM:**
The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. **SERVICES:**
    A.   PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

    B.   PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C.   PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III.   ASSIGNMENT/TRANSFER:

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV.   TERMINATION:

A.   Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B.   The following shall constitute grounds for immediate termination:

1.   violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2.   failure by PROVIDER to carry applicable licenses or certifications as required by law.

3.   failure of PROVIDER to comply with reporting requirements contained herein.

4.   inability of PROVIDER to perform the work provided for herein.

C.   Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D.   In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V.   PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:
PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:
Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE:
A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.
PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.
PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than $1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability
PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability

policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C.   Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

D.   The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX.   NO WAIVER BY PAYMENT OR ACCEPTANCE:
In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X.   NON-DISCRIMINATION:
During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve

component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI.   CIVIL RIGHTS COMPLIANCE:

A.   If PROVIDER has 20 or more employees and receives $20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted thirty (30) days after the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than $20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

B.   PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C.   PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees.   The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D.   PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

E.   If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

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XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations, If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. MISCELLANEOUS:

A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

_____   _____   11/13/2019
Todd Stout, President & CEO   Date Signed

* * *

FOR COUNTY:

_____   _____   _____
Joseph T. Parisi, Dane County Executive   Date Signed

_____   _____   _____
Scott McDonell, Dane County Clerk   Date Signed

* [print name and title, below signature line of any person signing this document]

SCHEDULE A
Scope of Services

Project Services:

Complete Technical Meeting	
Request detailed printout examples of data source reports and data dictionary, if available	FW
Send WebEx Remote Access Install Guide	FW
Send FirstWatch Remote Install Guide	FW
Schedule Technical Discussion Meeting	FW, County
Discuss ODBC / Web Services Approach	FW, County
Review Project Technical Requirements	FW, County
Review Deployment Process	FW, County
Complete Technical Discussion Meeting	FW, County
Deployment – Prepare Install Site	
Receive detailed printout example of data source report	FW
Order Server (VM server, existing server or workstation will suffice)	County
Prepare Server (Notify FirstWatch of Readiness)	County
Validate Hardware Configuration/Connectivity	
Provide technical configuration/connectivity information	County
Test connectivity	FW
Add to Master Reference File	FW
Install New Data Source (CentralSquare Inform CAD)	
Move Project to FirstWatch Deployment Queue	FW
Complete Development of All Calls Trigger	FW
QA All Calls Trigger	FW
Subscribe Users to All Calls Triggers (System LIVE)	FW
Complete Training	
Schedule System Overview / Orientation	FW, County
Complete System Overview / Orientation	FW, County
Promote Project to FirstWatch Customer Care Department for Support	FW

Defined Terms:

1. The word "Agreement" to mean this Agreement, as amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

2. The word "Client" or "Agency" to mean Dane County Public Safety Communications.

3. The word "Effective Date" to mean the date on which this Agreement was last signed.

4. The word "Days" to mean Calendar Days.

5. The word "Software" to mean the code installed locally on the County's server to retrieve and transmit data between systems.

6. The word "Information" to mean confidential patient, private or trade secret data.

7. The word "System" to mean the hardware components that have been carefully chosen so that they work well together and software components or programs that run in the computer.

8. The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by Provider in accordance with the provisions of this Agreement.

9. The word "Trigger" to mean a representation of data based on a set of user-defined data filter criteria using one or more Provider analytical methods.

10. The word "Performance Plus Module" to mean a combination of Primary and Sub-Triggers for measuring, monitoring and automating notifications of performance compliance at individual and system wide levels. The Performance Plus module allows for drill-down into performance criteria specific to units, people, shifts, stations, or other predefined variables.

11. The word "Academy Analytics" to mean the result of a collaboration between Provider and the International Academies of Emergency Dispatch to provide near-real-time web-based dashboards and analytics for ProQA users, while also enabling ground-breaking research by the IAED. With Academy Analytics County can monitor County's ProQA performance in real time, identify outlier cases for review, know when there is an increase in aborted or overridden calls and balance the workload to help manage employee stress.

12. The words "FirstWatch Subscriber Site" to mean https://subscriber.firstwatch.net

Contact Information:

Licensor Contact Tax ID No: **05-0544884**	Todd Stout, President FirstWatch® 1930 Palomar Point Way, Suite 101 Carlsbad, California, 92008	Phone : 760-943-9123 Fax : 760-942-8329 Email : admin@firstwatch.net
Licensee Contact	Rich McVicar Dane County Public Safety Communications 210 Martin Luther King Jr Blvd, Room 109 Madison, Wisconsin 53703	Phone : 608-283-2911 Email : mcvicar@countyofdane.com

SCHEDULE B
Pricing Structure and Payment

Client FirstWatch Pricing				
Line #	Description	Qty.	Unit	Extended
1	Base System License* (DS1 – CentralSquare Inform CAD)	1	$43,007	$43,007
2	Annual Support & Maintenance* (DS1)	1	$9,462	$9,462
3	Data Source Integration (DS1)	1	$7,500	$7,500
4	Installation / Configuration	1	$2,500	$2,500
5	Training Sessions with Customer Care Team	10	$200	$2,000
6	Trigger Consultation (One-Time New System Fee)	1	$2,000	$2,000
7	Project Management (One-Time New System Fee)	1	$2,500	$2,500
8	Standard FirstWatch Triggers	20	Incl.	Incl.
9	Performance Plus Module (PPM)	1	$2,500	$0
10	Performance Plus Module Annual Support & Maintenance	1	$550	$550
11	Academy Analytics to FirstWatch Data Integration	1	$1,000	$1,000
12	Academy Analytics to FirstWatch Data Integration Annual Support & Maintenance	1	$500	$500
13			Total Price	$71,019

* License and Maintenance costs are for monitoring Client's EMS and Fire calls. Assumptions are based on 57,244 annual incidents, and include a 'buffer' of plus or minus (±) 20% of the call volume.

"Client" FirstWatch Payment Schedule	
Project Initiation Payment: 50% >Invoiced for at Contract Execution	$35,509.50
FirstWatch Base System (DS1) Installation Payment: 40% >Invoiced for at Base System Installation	$28,407.60
FirstWatch Base System (DS1) Acceptance Payment: 10% >Invoiced for at Base System Acceptance (ATP)	$7,101.90

Estimated Annual Support & Maintenance for Year 2	$10,312
Estimated Annual Support & Maintenance for Year 3	$10,621
Estimated Annual Support & Maintenance for Year 4	$10,940
Estimated Annual Support & Maintenance for Year 5	$11,268

Support and maintenance rates for years 6-10 shall not exceed 3% per year.

SCHEDULE C

Technical Specifications:

Hardware Specifications
Dedicated Server or Virtual Machine used exclusively for FirstWatch purposes
Core i5 (Quad core or better)
8GB RAM or better
500GB Disc (Partition as appropriate OS/Data Partitions)
1GB Ethernet Card
Current generation Graphic card
Keyboard/Mouse/Monitor/KVM/Virtual Machine Access

Software Specifications
Microsoft Windows Server 2016 (64bit) including all the latest updates
MS SQL Server Management Studio tools – version that is compatible with their production CAD environment.
Virus Protection Software of customer's choosing. FirstWatch does not require any special configuration or exceptions.
Microsoft .NET Framework Version 4.0. (installed with local FirstWatch Thin Client Software)
Automated Time synchronization software or process of clients choosing. MS Windows OS feature is fine.

Connectivity/Network/Administration
Always-on, high speed broadband Internet connectivity under customer specified and controlled security settings; Recommend static IP address with hardware firewall.
Read-only - (db_datareader & db_denydatawriter) network access to database(s) being monitored.
Outbound only access for **HTTPS (port 443) with access to *.firstwatch.net. IP Addresses for outbound whitelisting: 66.185.165.195, 99.68.15.115, 66.185.165.131, 66.185.165.132.**
Remote Access to local FirstWatch server. FirstWatch can provide Cisco WebEx Remote Access Agent for initial installation and ongoing support or we can use a client provided VPN connection.
Local (not domain) server **administrator** account with access to specifications above.
To maximize system availability FirstWatch recommends remote-client hardware be located with other critical systems and when possible include UPS, back-up generator, monitored data circuits) and HVAC controlled secure environment.

Support
Allow FirstWatch access to the dedicated machine via WebEx Remote Access client services (or authorized substitute, including VPN). WebEx Remote Access client software provided with FirstWatch under maintenance and service agreement. If VPN or other connection requires additional hardware or software on client or support side, it will be the responsibility of the customer to supply it. FirstWatch understands that some agencies require attended remote access sessions and are fine with this approach when required.

SCHEDULE D
Acceptance Test Plan

Provider has submitted the following acceptance test plan (ATP) to County. County will fill out the ATP and is the sole determiner of acceptance. County has ten (10) business days to determine acceptance. If items fail, the acceptance test period shall begin again for another ten (10) days.

<u>Introduction</u>

The FirstWatch Acceptance Test Plan (ATP) is designed to confirm with you, our Client, that FirstWatch data integration has been completed. It is also the tool by which you will be guided through the verification process of FirstWatch Base System Acceptance. Some features and functions may vary depending on data system and type. Each commonly used functionality of the product is provided an expected result for each "test" executed. These tests assume that the data made available to FirstWatch contains the information necessary to provide the functionality to test. An example would be if the underlying data available to FirstWatch does NOT contain patient destination for an ambulance call, then FirstWatch cannot make it available for the user to view or test.

No.	Item	Expected Result		Result
1	Navigate to the FirstWatch Subscriber Site <u>subscriber.firstwatch.net</u>	FirstWatch Subscriber Site displays	Yes / No	
2	Enter a Username and Password provided to you by FirstWatch.	Successfully log into Status Page showing a quick-view of one or more triggers	Yes / No	
3	Launch your All Calls Trigger	New window opens showing the Event List summary page	Yes / No	
4	Click a hyperlink field from one of the events in the line listing.	Page displays a drill-down of data related to incident/event selected.	Yes / No	
5	Click the View Alert Config link from the top right of the page.	Separate windows display criteria for which this trigger will alert, or "This trigger is currently not configured for any alerts."	Yes / No	
6	Set Refresh Rate to 1 minute.	Page will reload every 1 minute. Prior to reloading a green "Reloading" bar will appear near the top left section of the page. Reset Refresh Rate to 20 minutes after page reloads so reloads does not interfere with ATP by loading new calls into the event listing view and causing you to lose your spot	Yes / No	
7	Click the Graphs link from the top of the page	The Graphit Summary page will display	Yes / No	
8	Check the Hide Min/Max Events box above the Actual Events Graph.	Shaded area (if present) along Actual Events line will disappear.	Yes / No	
9	Check the Hide Hourly Events box above the Actual Events Graph.	Green bars along bottom axis will disappear	Yes / No	
10	Click the Maps link from the top of the page.	Page displays a map with icons representing location of incidents/events. Thematic maps display shaded areas for data sets which include non-geo-specific data elements.	Yes / No	

11	Click the Layers icon and click the Top 10 Problems category	A multi-colored list of the Top 10 Problems will appear	Yes / No	
12	Click the Destination link from the top of the page.	Page displays a line listing of events separated by transport destination.	Yes / No	
13	Click the Analysis Tool link from the top of the page.	Page displays interactive tool for retrospective analysis.	Yes / No	
14	Specify a Start Date/Time and Stop Data/Time of the last 7 to 10 days. (Default date range will include the last 7 days). Click Event List link.	After calculations are complete, trigger will display line listing of all events for date/time range selected.	Yes / No	
15	Click GraphIt link	GraphIt summary for date/time range selected will display	Yes / No	
16	Click MapShot link	Page displays MapShot of all activity for date/time range selected.	Yes / No	
17	Click the Go-Back to real-time link.	Page returns to Event list view.	Yes / No	
18	Press the Log Out button on the top right corner of this trigger.	User will be logged out and redirected to FirstWatch Subscriber site.	Yes / No	

Acceptance: *Test Plan Passed Successfully, Test Plan Conditionally Accepted or Test Plan Did Not Pass*

Notes:

If Conditional or Rejected please specify the reason(s) in detail

Name:

Title:

Agency:

Signature:

Date:

When completed, please email this form to admin@firstwatch.net

SCHEDULE E
Software License Agreement

FIRSTWATCH SOLUTIONS, INC. SOFTWARE LICENSE AGREEMENT

1. Parties; Effective Date. This Software License Agreement ("Agreement") is between FirstWatch Solutions, Inc., 1930 Palomar Point Way., Suite 101, Carlsbad, California 92008 ("FirstWatch") and the undersigned software user ("Client" or "Agency"). This Agreement is effective on the date last signed ("Effective Date").

2. Purpose of Agreement. FirstWatch is a provider of data monitoring and biosurveillance software and related services to organizations and agencies in the fields of public health and public safety. Client desires a license to use the FirstWatch software identified on Schedule B ("Software") according to the terms of this Agreement.

3. Grant of License. FirstWatch grants Client a license to load and execute the Software on a computer located at the Site identified on Schedule B for use by its employees and staff in connection with its syndromic surveillance system. Client may make backup and archival copies of the Software.

4. License Term; Maintenance Services. The term of the Software license is perpetual. However, Client shall be entitled to Software updates, upgrades, enhancements, new versions, bug fixes, other improvements to the Software and access to the FirstWatch Subscriber Site, and to technical assistance relating to the Software, for the term(s) described in Schedule B of this Software License Agreement and with payment in full for the maintenance portion of the agreement. The term of Software Maintenance and Support commences upon the date of Software Acceptance.

5. FirstWatch Intellectual Property Rights. The license is nontransferable and nonassignable without the prior, written permission of FirstWatch. Client may not modify, enhance, or create derivative works, decompile, disassemble, or reverse engineer the Software, or make copies other than as authorized in Section 3. All rights not licensed are reserved to FirstWatch and no rights may be implied. FirstWatch retains all intellectual property rights in the Software, and Client agrees to implement software protection measures designed to prevent unauthorized use and copying of the Software.

6. Delivery, Installation, and Testing. Client is responsible for acquiring all hardware, equipment, and other software; for preparing the site (including physical and electrical requirements); for properly configuring the computing environment on which the Software will reside, and for installing the Software in accordance with Schedule B and any other requirements provided by FirstWatch in writing. Client shall test the Software using the Acceptance Test Plan, described in Section 7, within ten (10) days after

FirstWatch has enabled Client's access to the Software.

7. Acceptance. The Software is Accepted upon the earlier of when (a) Client determines that the Software performs in accordance with the criteria set forth in the Acceptance Test Plan ("ATP"), set forth in Schedule D, or (b) the Software has been installed for thirty (30) days and Client has not advised FirstWatch that the Software fails to materially conform to the ATP. If the Software does not so perform for reasons inherent in the Software (and not, for example, third party hardware, software, equipment, or system configuration), FirstWatch will promptly replace the Software with materially conforming Software. Client shall test the revised Software and, unless the parties agree otherwise, Client may either (1) Accept the Software as conforming, (2) Accept the Software AS IS, or (3) reject the Software. If Client rejects the Software, the Client may either (a) report the failed Acceptance to FirstWatch so that they can work internally on resolving any defects reported by Client, or (b) delete the Software from its computing system, certify in writing of such deletion, and FirstWatch shall refund all Software license fees paid by Client. Client shall have thirty (30) days after initial delivery to finally Accept or reject the Software. The foregoing is the sole remedy available in the event of nonconforming Software.

8. Client Satisfaction. FirstWatch desires that Client is fully satisfied with the Software and Services. If, within ninety (90) days after acceptance, for any reason, Client is not satisfied with the Software, Client may elect to return the Software and receive a full refund of all Software license fees paid to FirstWatch.

9. Fees and Payments. Client shall pay all fees according to the terms of Schedule B, and to pay a late fee of one and a half percent (1.5%) interest per month on all overdue amounts for any fees due and payable under the Agreement. Client shall pay for all travel-related expenses (*e.g.,* ground transportation, accommodations, food) incurred by FirstWatch at the request of Client and approved by Client in writing, for Software-related services such as on-site installation, training, customization, integration, support, and maintenance. Such additional services will be pursuant to a separate written agreement. Client is responsible for payment of all sales and/or use taxes arising out of its use of the Software.

10. Limited Warranties; Exclusions. FirstWatch warrants that during the Acceptance testing period, and while Client is receiving covered Maintenance Services per section 4 of this Agreement, the Software will perform in substantial conformance with the ATP, provided that the Software has been used as specified by FirstWatch. FirstWatch will use its best efforts to

correct any material nonconformance within ten (10) business days after receipt of written notice of such nonconformance and Client's provision of any data, output, or other documentation or description of the nonconformance. The limited software warranty applies only to Software used in accordance with the Agreement and does not apply if the Software media or Software code has been subject to accident, misuse, or modification by a party other than FirstWatch or as authorized by FirstWatch. FirstWatch does not warrant that the functions contained in the Software will meet Client's specific needs, industry requirements, be error-free, or operate without interruption. The remedies in this Section 10 are the sole and exclusive remedies provided by FirstWatch relating to the Software.

THESE LIMITED WARRANTIES ARE IN LIEU OF, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. *Limitation of Liability.* Neither party shall be liable for indirect, incidental, consequential, special, punitive or exemplary damages, or for lost profits or business interruption losses, in connection with the Software or this Agreement, regardless of whether it has been made aware of their possibility. Other than amounts due to a party pursuant to Sections 9 or 13, or the breach of Sections 4, 5, or 14, in no event shall either party be liable to the other, under any theory of recovery, including contract, negligence, strict liability, warranty or products liability, in an amount in excess of the amount Client paid to FirstWatch for products and services. Any claims relating to this Agreement shall be brought within two (2) years after the occurrence of the event giving rise to the cause of action.

12. *Termination.* Either party may terminate this Agreement if there is a material breach by either party that is not cured within thirty (30) days after receipt of written notice of such breach. Upon termination of this Agreement, Client shall promptly discontinue using the Software and return to FirstWatch, or certify in writing, the destruction of all Software, Documentation, and FirstWatch training materials.

13. *Indemnification.* FirstWatch agrees to defend, and hereby indemnifies, Client, from all damages, losses, fees, and expenses awarded by a court of competent jurisdiction, or reached through a settlement, arising out of Client's use of the Software or Documentation when such claim is based upon a third party claim that the Software infringes a U.S. patent, trademark, copyright or trade secret; provided that (a) Client promptly notifies FirstWatch in writing of such claim; (b) FirstWatch has sole control over the investigation, litigation and negotiation of such claim; (c) Client is current in its payments and in compliance with its obligations under this Agreement; and (d) Client reasonably cooperate, at the expense of FirstWatch,

in the defense or settlement of such claim. This indemnification applies only to the Software delivered by FirstWatch and shall not apply if the Software has been modified by party other than FirstWatch, or if the Software has been combined with (or used in connection with) other products and used as a part of an infringing process or method which, but for the combination, would not infringe the intellectual property rights of such third party. If the Software becomes, or in the opinion of FirstWatch is likely to become, the subject of such a claim, then FirstWatch may either (a) procure (at its expense) Client's right to continue using the Software, or (b) replace or modify the Software to avoid the claim of infringement. If neither of the foregoing alternatives is reasonably available to FirstWatch, then FirstWatch may terminate this licensee and refund to Client the license fees paid for the Software on a straight-line three-year depreciation basis. This agreement states the entire liability of FirstWatch with respect to third party claims of intellectual property infringement.

14. *Confidentiality.* FirstWatch and Client may have access to information that the other considers to be confidential, private, or a trade secret. This information may include, but is not limited to, patient or other data, the Software, technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, systems, results of testing, financial information, and third-party information ("Information").

Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other for the benefit of a third party. Each party shall maintain the confidentiality of all Information in the same manner in which it protects its own information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information. Upon termination of the Agreement, or upon a party's request, each party shall return to the other all Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.

15. *Ownership of Data.* The parties acknowledge and agree that all Client data ("Data"), is and shall remain the exclusive property of Client. FirstWatch acknowledges that in performing its obligations under the Agreement it may have access to Client networks and Data. FirstWatch will use and access such Data only as necessary for the purpose of providing the services and supporting the Software as agreed.

16. *HIPAA.* With respect to any protected health information ("PHI") and to the extent FirstWatch is subject to the provisions of the Health Insurance Portability and Accountability Act as a Business Associate, FirstWatch shall (a) not use or disclose PHI other than as permitted or required by any agreement

between FirstWatch and Client, or as required by law, (b) use appropriate safeguards to prevent use or disclosure of the PHI, (c) report to Client any unauthorized use or disclosure of the PHI of which it becomes aware, (d) ensure that any agent or subcontractor that accesses PHI in order to assist FirstWatch in providing the Services will be bound by the provisions of this Section, (e) reasonably cooperate with Client to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to a governmental agency in the event a governmental agency requests such information, (f) document all its disclosures of PHI and information related to such disclosures, and notify Client of such disclosures, (g) return or destroy all PHI upon termination of the Services under this Agreement. If the parties enter into a separate agreement regarding the use of protected health information, the terms of that separate agreement shall take precedence and control over the terms of this Section 16.

17. *Cooperative Purchasing.* If agreed to by Client and FirstWatch, another public body may utilize this contract. FirstWatch shall deal directly with any public body authorized to use the contract. Client, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between FirstWatch and any other public bodies, and in no event shall Client, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Client Contract. Client assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but FirstWatch may conduct such notification.

18. *General.* All required communications shall be in writing and addressed to the recipient party at its address set forth in this Agreement, addressed to the person who signed the Agreement on behalf of such party, or to such address and person as may be designated by such party in writing. All communications are deemed given when hand-delivered; or if mailed, by registered mail with verification of receipt, upon date of mailing; or if by electronic mail or facsimile, when received (with verification of transmission sent promptly to the receiving party along with a hard copy of the communication). Any part of the Agreement held to be invalid or unenforceable, shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. All other provisions of the Agreement will remain in full force and effect. The remedies accorded FirstWatch are cumulative and in addition to those provided by law.