

ORDINANCE NO. 107-14

AN ORDINANCE AMENDING ORDINANCE NO. 157-11, PASSED NOVEMBER 14, 2011, RELATIVE TO AN ADDENDUM TO THE MASTER SERVICE AGREEMENT WITH EMERGITECH, INC. PERTAINING TO THE PROQA PRIORITY DISPATCH INTERFACE FOR THE POLICE DEPARTMENT.

WHEREAS: Ordinance No. 157-11, passed November 14, 2011, authorized a Contract with Emergitech, Inc. for the Provision of Public Safety Software Services for the Police Department; and

WHEREAS: An Addendum to the Master Service Agreement has been proposed for an additional expenditure of \$7,346.00 for the PROQA Priority Dispatch Interface for the Medina Police Department Communications Center.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Master Service Agreement authorized in Ordinance No. 157-11, passed November 14, 2011 is hereby amended to include the Addendum in the amount of \$7,346.00 for the PROQA Priority Dispatch Interface for the Medina Police Department Communications Center.

SEC. 2: That the funds to cover the addendum in the amount of \$7,346.00 are available in Account No. 388-0714-54413.

SEC. 3: That a copy of the Addendum is marked Exhibit A, attached hereto, and incorporated herein.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: June 9, 2014

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: June 10, 2014

SIGNED: Dennis Hanwell
Mayor



DRP. 107-14

EmergiTech, Inc.
 2545 Farmers Dr., Suite 250
 Columbus, Ohio 43235
 Phone (614) 339-8300
 Toll Free (800) 772-6125
 Fax (614) 866-9208

**Addendum
 for
 Medina City Police Department
 April 22, 2014**

| Description | Concurrent Users/Units | Term | Fee |
|---|------------------------|-----------|----------------|
| EmergiTech Software as a Service (SaaS) Annual Fees Includes: | | | \$4,946 |
| ProQA Priority Dispatch Interface for Police | 4 | Existing | |
| SaaS System Set-up Package (One-time Fee) Includes: One-time Project Management, Installation, and Configuration | | Fixed fee | \$2,400 |
| Total First Year Fees (to be paid in advance of service period) | | | \$7,346 |
| Annual Fee through term of existing Master Service Agreement | | | \$4,946 |

Terms of this Proposal:

1. This proposal is valid through and all pricing is subject to change after July 20, 2014.
2. This document will serve as an addendum to the EmergiTech Master Service Agreement, and upon completion of the signature portion found at the bottom of this document titled "Customer Authorization", EmergiTech agrees to provide additional services. Services will commence on the date of the signature below and will continue until the termination of the Agreement of which this Addendum is a part.
3. SaaS fees quoted above are the annual amount for a fixed term and are subject to the terms of the EmergiTech Master Service Agreement. 100% of the total First Year Fees, which will be synced in to the terms of the existing Agreement, will be invoiced and payable within ninety days of agreement acceptance.
4. **ProQA:** The Interface above does not include the Priority Dispatch Software, which is used in place of Priority Dispatch flip cards and is required to be installed on the local workstation that will access ProQA in order to use the ProQA interface provided above. This software must be purchased separately from Priority Dispatch. EmergiTech will assist you, if needed, in placing the correct order with Priority Dispatch.
5. SaaS System Set-up Package fees include one-time project management, installation, and configuration. Unless specified above: professional services will be delivered remotely during normal business hours; additional fees will be incurred if services are required after hours or on weekends; prices quoted are exclusive of travel and living expenses incurred in the provision of on-site services; all professional services will be provided under the management and control of EmergiTech Inc. by EmergiTech employees, EmergiTech certified contract consultants, or some combination thereof.
6. This solution requires an Internet connection. The client is advised that applications will be unavailable in situations where the network is unavailable. Network availability should be acquired, through redundant sources if necessary, that is adequate to meet the reliability levels desired by the customer for this proposal. EmergiTech will provide bandwidth requirements for the proposed solution upon request.
7. Unless specified above, prices quoted exclude the cost of required hardware, network equipment and communications services outside of EmergiTech's Data Center. Taxes and shipping charges, if applicable, will be invoiced and payable separately.



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- 8. Information and/or data contained in this document is the property of EmergiTech, Inc. Disclosure to third parties without the express written consent of EmergiTech, Inc. is prohibited.

Customer Authorization

An authorizing signature is required before this job can be scheduled. Once we have received your authorization, an EmergiTech representative will contact you to arrange for scheduling. If you have any questions regarding this quote, please contact your EmergiTech sales representative at (614) 866-6712.

EmergiTech, Inc. and Medina City Police Department hereby agree and confirm that the general terms and conditions of the original Master Service Agreement shall govern the subscription of the additional software and/or hardware referenced on this quote and the maintenance thereof.

Dennis Harwell, Mayor

Signature

June 10, 2014

Date

*Dennis Harwell
Mayor
City of Medina*