

# PRIORITY DISPATCH SYSTEM IMPLEMENTATION AGREEMENT

This Priority Dispatch System Implementation Agreement (the “Agreement”) is made and entered by and between Medical Priority Consultants, Inc. dba Priority Dispatch Corp (“PDC”), a Utah corporation, and Sparks Police Department (“Customer”). PDC and Customer are collectively referred to herein as the “Parties” or individually as a “Party.”

## BACKGROUND

- A. Customer desires to procure and provide an effective, efficient, and comprehensive emergency fire dispatch system for its residents and transient population.
- B. The Parties desire to enter into an agreement for the licensing, training, implementation, and maintenance of PDC’s products and services, altogether the Fire Priority Dispatch System (“FPDS”).

The Parties agree as follows:

1. **Pricing & Payment Terms.** Pricing details for the Fire Priority Dispatch System are set forth in **Attachment A**. Additional services or products may be provided upon request. The price of any additional products or services will be negotiated at the time of request. Any increase in the quantity of products and services under this Agreement may result in an increase in Customer’s pricing, including annual support fees.
2. **Statement of Work.** The Parties will work together in good faith to develop a mutually acceptable Statement of Work for the implementation of the FPDS. Once agreed upon, the Statement of Work shall attach to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the FPDS, designed to assist Customer with meeting the International Academies of Emergency Dispatch (“IAED”) operational and performance requirements to become an Accredited Center of Excellence (“ACE”). However, should the parties not agree on a mutually acceptable Statement of Work, the agreement shall terminate without either side incurring any penalty and the parties will be responsible for their own costs.
  - a. **Change in Statement of Work.** Should it become necessary to change the Statement of Work for any reason the Parties shall work together to make any necessary changes. As we work together to support your center, the scheduling we agree upon is critical. At any given time, PDC has many implementations at various stages of the implementation process and we’re also conducting many emergency dispatch and software training courses monthly. We must consider all PDC clients when you make cancellations, updates, or changes to the agreed-upon dates. The cancellation/change form can be found at <https://zfrmz.com/k1NN4K2kTx0uzGTkQB89>
3. **License.** The use and maintenance of the FPDS and other PDC licensed products are set forth in the applicable End User License Agreement (“EULA”) a copy of which can be found at <https://www.prioritydispatch.net/wp-content/uploads/2016/06/End-User-License-Agreement.pdf>.
4. **CAD Integration.** The Parties understand in the event a Computer Aided Dispatch system (“CAD”) is used by Customer, any costs relating to the integration of the FPDS software (ProQA<sup>®</sup>) and Customer’s CAD system shall be the sole responsibility of Customer. The integration of Customer’s CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.
5. **Term & Termination.** This Agreement shall remain in effect for 3 years. After 3 years the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. The Effective Date is the latter of the signature dates of the Parties below. Notwithstanding, the Parties understand that if this Agreement is not terminated or the Parties fail

to determine the relationship going forward, this Agreement shall automatically renew for subsequent terms of one year at the then current annual support prices, and thereafter may be terminated as set forth below or by giving 90-days non renewal notice before the annual renewal date (anniversary of the date of execution). This Agreement shall remain in effect until terminated by one of the Parties.

- a. **Termination after Initial Term.** Either Party may terminate this agreement by providing written notice to the other Party at least 90-days before the anniversary of the Effective Date. If written notice is not received by the non-terminating Party at least 90-days before the anniversary of the Effective Date, this Agreement will automatically renew for another year as set forth above.
  - b. **Termination for Cause.** Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.
  - c. **EULA.** This Agreement may be terminated for any reason set forth in the EULA.
  - d. **Effect of termination.** Upon termination or expiration of this Agreement, Customer shall return to PDC, within 10 days, all PDC's Confidential Information and intellectual property. In addition, all payments owed to PDC that have accrued prior to the termination or expiration of this Agreement shall be payable to PDC within thirty (30) days.
  - e. **Non-Funding.** Continuance of this contract beyond the fiscal year (July – June) in which the contract was initiated shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year(s) and the termination of this contract due to lack of appropriation shall be without penalty.
6. **Relationship of the Parties.** The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.
  7. **Confidentiality.** During the course of this Agreement, it may become necessary for Customer to handle or receive PDC's Confidential Information. Customer agrees to keep all Confidential Information received from PDC confidential, and Customer may only disclose it to employees or contractors on a need-to-know basis, provided that the employee or contractor receives the Confidential Information under a written obligation of confidentiality. Confidential Information means any information, in any form or medium, disclosed by PDC to Customer, including, but not limited to, expertise, trade secrets, proprietary information and products, know-how, lists, technical specifications, processes, training materials, software programs, software documentation, price lists, marketing plans, and manuals, including all derivatives of the aforementioned. This section shall survive termination or expiration of the Agreement
  8. **Intellectual Property.** Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivatives and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.
  9. **Conflict of Interest.** During the term of this Agreement, a Party shall not accept work, enter into a contract, or accept an obligation from any third party inconsistent or incompatible with the Party's obligations under this Agreement.
  10. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration.
  11. **Compliance with Laws.** In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.

12. **Assignment.** Customer shall not assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of PDC.
13. **Attachments.** All Attachments are incorporated by references as if set forth in the body of the Agreement. This Agreement may not be modified or altered except in writing signed by the Parties.
14. **Severability.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.
15. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute.
16. **Law.** The parties agree to remain silent on governing law at this time.
17. **Notices.** Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:

**To PDC:**  
Priority Dispatch Corp.  
110 South Regent Street, Suite 500  
Salt Lake City, Utah 84111  
Attention: Legal Department  
Email: [legal.dept@prioritydispatch.net](mailto:legal.dept@prioritydispatch.net)  
Phone: 800.363.9127

**To Customer:**  
Sparks Police Department  
1701 E. Prater Way  
Sparks, Nevada 89434  
Attention: David Brown  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

18. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

The Parties have executed this Agreement by their duly authorized representatives as of the date below.

**PRIORITY DISPATCH CORP.**

**SPARKS POLICE DEPARTMENT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Brent Hawkins

Print Name: \_\_\_\_\_

Title: VP & General Counsel

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**  
**SEE ATTACHED SALES QUOTE #53670**

**INITIAL FPDS IMPLEMENTATION PRICING (YEAR 1)**

Fees for the initial FPDS implementation and training are **\$117,217.00** (see attached Sales Quote #Q-53670). This fee covers all of the quoted implementations activities and the first year of product licensing and maintenance.

**Payment Schedule:** Please see attached Payment Schedule for the initial FPDS Implementation.

**CONTINUING ANNUAL SERVICE AND SUPPORT FEES (YEAR 2-3)**

The fee for the annual product licensing renewal and maintenance (Extended Service Plan - ESP) of PDC's products and services is shown below.

Year 2:	\$12,000.00
Year 3:	\$12,000.00

**Payment Schedule:** Annual support fees will be billed yearly upon the anniversary of the Effective Date of this Agreement.

**Payment Notes:**

1. Customer will be billed on an annual basis.
2. All prices in USD
3. This pricing is exclusive of any applicable tax. Any applicable taxes will be added to this amount.
4. Payment must be paid by Customer within 30-days of receiving an invoice from PDC.
5. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
6. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).



# QUOTE

110 Regent Street, Suite 500  
 Salt Lake City, UT 84111  
 USA  
[www.prioritydispatch.net](http://www.prioritydispatch.net)  
 Prepared By: Cheryl Collins  
 Phone: (800) 363-9127  
 Direct: Ext. 191  
 Email: cheryl.collins@prioritydispatch.net

Agency: Sparks Police Department  
 Agency ID#: 11989  
 Quote #: Q-53670  
 Date: 11/5/2020  
 Offer Valid Through: 12/30/2020  
 Payment Terms: Net 30  
 Currency: USD

**Bill To:**  
 Sparks Police Department  
 Lisa Rose-Brown  
 1701 E. Prater Way  
 Sparks, Nevada 89434  
 United States

**Ship To:**  
 Sparks Police Department  
 Lisa Rose-Brown  
 1701 E. Prater Way  
 Sparks, Nevada 89434  
 United States

Product	Qty	Amount
ProQA Fire Software Licenses Automated calltaking software	10	USD 40,000.00
AQUA Case Review Software for EFD Quality Assurance (case review) software base engine and discipline module	1	USD 1,750.00
XLerator Client Server Suite Client server software application suite	1	USD 4,500.00
Protocol Tablet for EFD Licensed backup protocol tablet	6	USD 2,370.00
FPDS Mobile App Field Responder Guide Smartphone-based field reference guide for responders	50	USD 500.00
Protocol Training and Certification for EFD Materials, tuition and certification	19	USD 6,935.00
ED-Q Training and Certification for EFD Materials, tuition and certification (2 days, 16 hours)	2	USD 1,100.00
Remote Software Installation/Update - F Software installation or update completed remotely by Priority Dispatch	1	USD 500.00
Remote ProQA Software Training - F Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	19	USD 2,831.00
Remote AQUA Software Training - F Per person cost for eight hours of AQUA software training completed in a virtual, instructor-led environment	2	USD 398.00
Remote System Administration Training Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment	1	USD 199.00
Remote ProQA & AQUA Reports Training Per person cost for four hours of training for administrators, managers and supervisors on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	1	USD 149.00

"To lead the creation of meaningful change in public safety and health."

Product	Qty	Amount
Implementation Support Package for EFD Implementation support and quality management program development	1	USD 30,000.00
Equip QA for EFD Quality Performance Review (QPR) for EFD Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management ( __cases/week)	1	USD 11,700.00
IAED Accreditation Application Fee EFD IAED fee for accreditation	1	USD 2,250.00
Priority Dispatch System ESP (P) F System License Renewal, Service & Support	10	USD 12,000.00
Shipping & Handling	1	USD 35.00
<b>EFD Implementation TOTAL:</b>		USD 117,217.00

Product	Qty	Amount
Priority Dispatch System ESP (P) F System License Renewal, Service & Support	10	USD 12,000.00
Priority Dispatch System ESP (P) F System License Renewal, Service & Support	10	USD 12,000.00
<b>Yrs 2 &amp; 3 Annual maintenance TOTAL:</b>		USD 24,000.00

<b>Subtotal</b>	USD 117,217.00
<b>Estimated Tax</b>	
<b>Total</b>	USD 117,217.00

<b>Customer Signature:</b>		<b>Date:</b>	
<b>Customer Name:</b>		<b>Purchase Order ID:</b>	
<b>Expiration Date:</b>			

## TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

**Attachment B**  
**STATEMENT OF WORK FORTHCOMING**