CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

6th

day of

July

20

17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two to 114-063015SS - Subscription Service for Smart 911 - Rave Command View.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

Done this 6th day of July, 2017.

ATTEST:

Interim Clerk of the County Commission

Presiding Commissioner

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB Director of Purchasing



613 E. Ash St, Room 110 Columbia, MO 65201 Phone: (573) 886-4391

Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission Melinda Bobbitt, CPPB

FROM: DATE:

June 26, 2017

RE:

Amendment Number Two – 114-063015SS – Subscription Service for

Smart911 – Rave Command View

Contract 114-063015SS – Subscription Service for Smart911 was approved by commission to Rave Mobile Safety on July 22, 2014, commission order 354-2014. Chad Martin, Director of Boone County Joint Communications, requests the addition of Rave Command View to our Rave 911 suite. This enhanced feature is being offered to us for no additional charge because of being a Charter-50 customer.

Rave Command View provides a real-time common operating picture for the 911 center. This allows the 911 supervisor to clearly visualize emergency call traffic, Smart911 Safety Profiles, facility data, Panic Button activations, and other data on a secure, webbased map. This consolidated view displays all 911 calls received by the 911 center and empowers the supervisors to join and support 911 text sessions via SMS, through Smart911, with callers.

ce: Chad Martin, Joint Communications

Contract File



114-06301535 Commission order 299-2017 Date: 2-6-17 A mend nevel #2

LICENSE & SERVICES ORDER FORM NO. 2 ("ORDER FORM NO. 2")

CLIENT INFORMATION:

CLIENT NAME ("CLIENT"):	Boone County
ADDRESS:	613 E. Ash, Room 112
	Columbia, MO 65201
CONTACT NAME/TITLE:	Joe Piper / Deputy Director, Joint Communications
PHONE:	(573) 874-7400
EMAIL:	jpiper@boonecountymo.org

INITIAL LICENSE TERM:	May 15, 2017 through May 14, 2018
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FEES INFORMATION:

ANNUAL LICENSE FEES:

Product Description	Unit	Qty	Annual License Fee
Rave Command View	Each	1.00	\$0.00

Annual License Fee(s):	\$-

PROFESSIONAL SERVICES FEES:

One-Time Service Description	One-Time Fee

	Total S	Set-Up Fee(s):	\$-

TOTAL FEES:

	# of Years	Cost Per year	Total Contract
Annual Fees:	1	\$-	\$-
One-Time Fees (Set Up & Integration):			\$-
Total Fees			\$-

ees Payable Net 30: \$0.00

STANDARD CONDITIONS:

- 1. **Effective Date.** The effective date of this Order Form No. 2 will be the date of last execution as set forth in the signature block below ("Effective Date").
- 2. Master License and Services Agreement. All terms and conditions of the Rave Mobile Safety License & Services Order Form executed on March 22, 2016 between Client and Rave shall remain in full force and effect. Any capitalized terms used in this Order Form No. 2, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. By signing this Order Form No. 2, Client agrees to license the Products listed above subject to all of the terms and conditions of the Agreement and this Order Form No. 2. Client's offer to license the Products becomes a binding commitment upon signing of this Order Form No. 2 by both Parties. The individual representative of Client executing this Order Form No. 2 has full authority to bind Client and its Affiliates to the terms and conditions of the Agreement.
- 3. **Fees Payable.** Client shall pay to Rave, or its designee, without offset or deduction, the Fees set forth in this Order Form No. 2 (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant Rave



invoice. Rave reserves the right to increase the above-referenced "Annual License Fees" (not to exceed 10% annually) following the Initial License Term or any Renewal License Term, as the case may be.

- Purchase Orders. Client agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Client will timely issue such purchase order to Rave. Notwithstanding the foregoing, Client agrees that the absence of a purchase order or other ordering document may not be used as a defense to avoid or excuse the performance of any of Client's obligations under the Agreement, including, but not limited to, payment of all Fees due to Rave.
- Services. Client is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run the related Product(s). In addition, the above-referenced "Remote Set-Up and Configuration" fees cover an initial onetime deployment. If Client makes infrastructure or other changes (including, but not limited to, changes in its location, call-taking equipment, carrier, network or other hardware) that require re-deployment and additional testing of Services, additional Set-Up and Configuration fees may apply.

SPECIAL CONDITIONS: AGREED AND ACCEPTED: RAVE WIRELESS, INC. d/b/a Rave Mobile Safety Signature: Printed Name: JENNA McPHAII Title: CHIEF FINANCIAL OFFICER Date: CLIENT: Boone County Signature: Printed Name: DANIEL K. ATWILL
Title: PRESIDING COMMISSIONER Date:

APPROVED AS

THE ICATION:

certify that this contract is within the suppose of the appropriation to which it is o be charged and there is an unencumbered relance of such appropriation sufficient pay the gosts arising from this contract.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI
County of Boone
In the County Commission of said county, on the 6th day of July 20 17
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the

911 – RapidSOS.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Three.

attached Contract Amendment Number Three to 114-063015SS - Subscription Service for Smart

Done this 6th day of July, 2017.

ATTEST:

Art Auer

Interim Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB Director of Purchasing



613 E. Ash St, Room 110 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission FROM: Melinda Bobbitt, CPPB

DATE: June 28, 2017

RE: Amendment Number Three – 114-063015SS – Subscription Service for

Smart 911 for RapidSOS

Contract 114-063015SS – Subscription Service for Smart911 was approved by commission to Rave Mobile Safety on July 22, 2014, commission order 354-2014. Chad Martin, Director of Boone County Joint Communications, requests the addition of Rapid SOS Service Data to our Rave 911 suite. This enhanced feature is being offered to us for no additional charge.

Rave is partnering with RapidSOS to provide more precise location data for 9-1-1 callers. Rapid SOS data supplements our existing ALI, providing one more resource to help our telecommunicators convert an approximate caller location into a dispatch-quality location.

cc: Chad Martin, Joint Communications

Contract File



114-06301515 Commission order: 300-2017 Dete: 1-6-17 Amendment #3

RapidSOS ORDER FORM

CLIENT INFORMATION:

CLIENT NAME ("CLIENT"):	Boone County, MO
ADDRESS:	613 E. Ash, Room 112
	Columbia, MO 65201
CONTACT NAME/TITLE:	Chad Martin
PHONE:	(573) 489-4618
EMAIL:	cmartin@boonecountymo.org

ORDER DETAIL:

TERM LENGTH	Effective Date through June 29, 2020
	· · · · · · · · · · · · · · · · · · ·

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 will be the date of last execution as set forth in the signature block below ("Effective Date").
- 2. Services Agreement. In the event of any inconsistencies between the current services agreement ("Agreement") between Client and Rave, or its designee, 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, warrantees or guarantees with respect to the Services, except to the extent expressly set forth in this Agreement.
- 4. 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 the Agreement between Client and Rave, RapidSOS will be deemed to be an express third party beneficiary under Product Restrictions of the Agreement and Section 1 (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

Kathern Bura

Katherine Bunce

Director, Business & Sales Operations

Date: 6/27/2017

APPROVED AS

CERTIFICATION:

certify that this contract is within the ourpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Auditor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20

17

County of Boone

ea.

In the County Commission of said county, on the

6th

day of

July

2017

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Meeting Minutes during the II Quarter, 2017, beginning on 4/3/2017 through 6/29/2017.

Done this 6th day of July, 2017.

ATTEST:

Art Auer

Interim Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

District II Commissioner