

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2016-142**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry with the concurrence of the Emergency Services Committee, to accept the bid of Rave Mobile Safety to provide the public notification system for Hardin County Government in the amount of \$19,000 with a one-time set up fee of \$900.00 for a total amount of \$19,900.00, for the contract period of October 1, 2016 through September 30, 2017.

BE IT FURTHER RESOLVED, to authorize the County Judge/Executive to sign all documents concerning the agreement.

BE IT FURTHER RESOLVED, to pay invoice for the total amount.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 27 September 2016.



Harry L. Berry
Hardin County Judge/Executive

ATTEST


Debbie Donnelly
Hardin County Clerk



LICENSE & SERVICES ORDER FORM ("ORDER FORM")

CLIENT INFORMATION:

CLIENT NAME ("CLIENT"):	Hardin County, KY
ADDRESS:	150 N Provident Way
	Elizabethtown, KY 42701
CONTACT NAME/TITLE:	Harry Berry / County Judge
PHONE:	(270) 765-2350
EMAIL:	

INITIAL LICENSE TERM:	October 1, 2016 through September 30, 2017
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FEES INFORMATION:

ANNUAL LICENSE FEES:

Product Description	Unit	Qty	Annual License Fee
Rave Alert for Public Safety	Population	105,000.00	\$10,500.00
Rave Alert for Public Safety Loaded Landlines	Population	105,000.00	\$8,500.00
Annual License Fee(s):			\$19,000.00

PROFESSIONAL SERVICES FEES:

One-Time Service Description	One-Time Fee	
Rave Alert for Public Safety One-Time Setup	\$900.00	
Total Set-Up Fee(s):		\$900.00

TOTAL FEES:

	# of Years	Cost Per year	Total Contract
Annual Fees:	1	\$19,000.00	\$19,000.00
One-Time Fees (Set Up & Integration):			\$900.00
Total Fees			\$19,900.00
Fees Payable Net 30:			\$19,900.00

STANDARD CONDITIONS:

- Effective Date.** The effective date of this Order Form will be the date of last execution as set forth in the signature block below ("Effective Date").
- Master License and Services Agreement.** By signing this Order Form, Client agrees to be bound by all of the standard terms and conditions of the Rave Mobile Safety Master License and Services Agreement which is expressly incorporated by reference in this Order Form as set forth in the following URL of Rave:
https://www.getrave.com/termspdf/RaveMLSA_v.5.pdf ("Agreement") or as otherwise attached hereto. Any capitalized terms used in this Order Form, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. By signing this Order Form, Client agrees to license the Products listed above subject to all of the terms and conditions of the Agreement and this Order Form. Client's offer to license the Products becomes a binding commitment upon signing of this Order Form by both Parties. The individual representative of Client executing this Order Form has full authority to bind Client and its Affiliates to the terms and conditions of the Agreement.
- Fees Payable.** Client shall pay to Rave, or its designee, without offset or deduction, the Fees set forth in this Order Form (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant Rave invoice.

RAVE

MOBILE SAFETY

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.

4. **Rave Alert.** Allows Client to send an unlimited number of text, email and RSS messages using the Rave Management Console. Text messages sent via Rave Alert Peer-to-peer groups or Outbound CAP API for Rave Alert over SMTP are free, if the product defaults are overridden, text messages sent using other methods are \$ 03 per message. If applicable, these additional per message fees (\$0.03 per SMPP message) are billed quarterly in arrears.
5. **Rave Voice (if applicable).** Unlimited voice calls for calls made within and to the contiguous continental United States. International and long distance rates may apply for other calls.
6. **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.
7. **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 one-time 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:

Hardin County will provide Rave with Land line data. Rave will refresh the database twice annually with the land line data that is provided. County has the option to renew for 4 additional years at the same annual license fee.

AGREED AND ACCEPTED:

RAVE WIRELESS, INC. d/b/a Rave Mobile Safety

Signature:

Printed Name:

Title:

Date:

CLIENT: Hardin County, KY

Signature:



Printed Name: Harry L. Berry

Title: Hardin County Judge/Executive

Date: September 27, 2016