



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: September 24, 2024

- ☒ Consent Agenda Item
- ☐ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

ITEM #: 11

INITIATED BY: Adam Hedden

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



TO: Noblesville Board of Public Works and Safety

FROM: Adam Hedden, IT Director

SUBJECT: Board to Consider the approval of the contract which will allow IT to implement Single Sign-on into PsTrax.

DATE: September 19, 2024

The IT Department is trying to integrate Single Sign-On (SSO) into all 3rd party applications. SSO allows our employees to use their city email address and password to gain access to that application. SSO reduces the need for our employees to remember multiple passwords, while increasing security. When trying to integrate SSO within PsTrax, they wanted an amendment to the current contract and a one-time setup fee. PsTrax is software that all fire fighters use daily within their job.

I recommend the Board of Public Works approve the contract allows IT to implement SSO within PsTrax.

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as "City") and PSTrax (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate 12/31/25, ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**.

Compensation shall not exceed One Hundred and Fifty
Dollars (\$150.00).

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City.

At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

- 5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

- 5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by

giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
PSTrax
Attn: Leann Arnold
5837 S. Gallup St., Suite 140
Littleton, CO 80120

To City:
City of Noblesville
Attn: Adam Hedden
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
Misty Shearer
16 S. 10th Street
Noblesville, IN 46060

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of

intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Station Automation Inc dba PStrax
("Contractor")

By: 

Date: 9/3/24

Printed: Scott H Bergeron

Title: President + CEO

City of Noblesville

By: Adam Hedden

Date: 9/19/24

Printed: Adam Hedden

Title: IT Director

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Station Automation Inc dba PStrax

By (Written Signature): [Signature]

(Printed Name): Scott A Bergeron

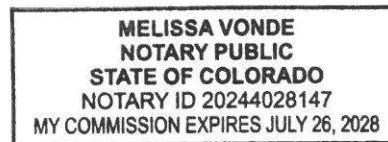
(Title): President & CEO

Important - Notary Signature and Seal Required in the Space Below

STATE OF Colorado

SS:

COUNTY OF Arapahoe



Subscribed and sworn to before me this 2nd day of September, 2024.

My commission expires: 7/26/2028 (Signed) [Signature]

a. Residing in Douglas County, State of Colorado

BEST TOOL FOR THE JOB.

Purpose-built software for
checklists and inventory
management.

PSTRAX PROPOSAL FOR

Addendum to original agreement

Noblesville Fire Department [Indiana]

Adam Hedden, IT

16 S. 10th Street

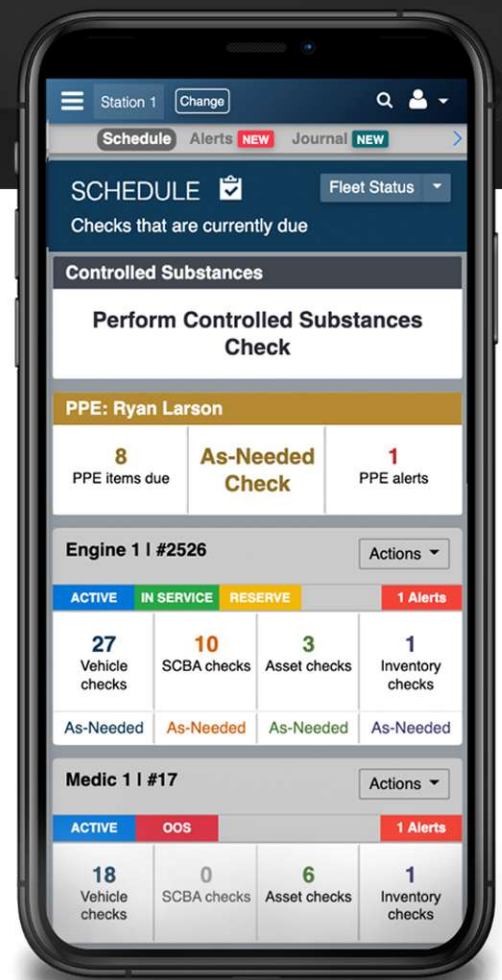
Noblesville, IN 46060

Prepared By:

Leann Arnold

Station Automation, Inc. (DBA PStrax)

08/22/24



PS  **TRAX**

MODULES OVERVIEW

The PStrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.



The [Vehicle Module](#) automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet, see the location of each vehicle, and make status updates for in-service, out-of-service, and reserve units.



The [Station Module](#) schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.



The [SCBA Module](#) tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.

The [PPE Module](#) tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and



document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.



The [Critical Asset Module](#) tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.



The [Supplies Module](#) provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.



The [Controlled Substance Module](#) tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.

EXHIBIT A: PRICING & MODULES

The PStrax system consists of seven modules. You may add additional modules at any time. Each module has an annual software license fee and a one-time implementation fee that is based on the scope of work.

The Fees below include:

- **Software License**
- **Setup & Implementation (includes project management, data import, configuration, training, rollout)**
- **Hosting**
- **Unlimited Support (includes training, ongoing changes)**

Pricing is valid for 90 days. Please contact your PStrax Representative for adjustments to the modules priced below.

Text1	Module	Scope	of Work	Price	Discount	Total
Annual Software License Fees (includes software, hosting, support, training, ongoing changes)						
	Single Sign On	169	SSO Users	\$10.00	-\$1,690.00	\$0.00
	Connect PStrax as a Service Provider to your Identity Provider (ex. Active Directory, AuthO)					
						\$0.00
One time set up fee for SSO						
		1		\$150.00	\$0.00	\$150.00
						\$150.00

Year 1 Total (USD): \$150.00

Estimated Annual Renewal License Fee (USD)* : \$150.00

** Annual Fees Total does NOT include any amortized one-time implementation fees or pricing adjustments resulting from the agreement terms such as annual increases or scope of work increases.*

*** Stations/Buildings is the pricing metric to determine agency size.*

Other Special Instructions: Special promotion- we are WAIVING the per user/per year cost and only charging a one time set up fee as indicated in this addendum.

A.H.

EXHIBIT B: FINANCING TERMS

Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

- ☐ Prorate the 1st year's Annual License Fees to sync with the renewal date of the module(s) already purchased in the original Master Agreement (most popular – consolidates all purchased items into one annual renewal invoice)
- ☐ Pay the entire 1st year's Annual Software License Fees now (does not consolidate all purchased items, will have separate annual renewal invoices)
- ☒ Other instructions (optional):
NO ANNUAL FEE

A.H.

One-Time Implementation Fees

Check a payment preference for the One-Time Implementation Fees:

- ☒ Pay the entire one-time implementation fees now.
- ☐ Other instructions (optional):

A.H.

AMENDMENT TO MASTER AGREEMENT

This Amendment is entered into by and between Station Automation, Inc. dba PSTRax, a Delaware corporation ("PSTRax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and Noblesville Fire Department [Indiana] ("CLIENT"). PSTRax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

This Amendment shall be effective on the date mutually executed by the Parties. It amends and supplements the most recent Master Agreement executed by and between the Parties.

WHEREAS, CLIENT is currently using one or more PSTRax modules with respect to automate its operations and wishes to obtain access to additional modules; and PSTRax wishes to provide the additional modules to CLIENT.

NOW, THEREFORE, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

- 1. TERMS.** All terms and conditions of the original Master Agreement will continue to be in effect and the same terms shall apply to this Amendment.
- 2. ADDITIONAL LICENSED MODULES.** PSTRax is a hosted "software as a service" that consists of several modules. This Amendment grants CLIENT a license to use one or more additional modules. CLIENT has selected the additional modules it wants to license in Exhibit A: Pricing & Modules and its payment preferences in Exhibit B: Financing Terms. CLIENT has the right to use the modules for the duration the original Master Agreement remains in effect.

INVOICING

Please provide the best billing contact information for your agency. This should be the person/department that is responsible for receiving and processing invoices.

Name: Cara Culp
Title: Accounting Assistant
Email: cculp@noblesville.in.gov
Phone: 317-776-6336
Address: 135 South 9th street, Noblesville IN 46060

ACCEPTANCE

By signing below, CLIENT and PSTrax agree to the pricing, terms and conditions of this Agreement. CLIENT certifies that the signer is an authorized purchaser.

Noblesville Fire Department [Indiana]

Station Automation, Inc. (dba PSTrax)

Signature:

Adam Hedden

Signature:



Name: Adam Hedden
Title: IT Director
Email: ahedden@noblesville.in.gov
Phone: 317-770-2073
Date: 09 / 04 / 2024

Name: Scott Bergeron
Title: President
Email: scott@pstrax.com
Phone: 888-330-6006
Date: 08/22/24

If signed electronically, a copy of the executed Amendment will be automatically emailed to the Parties. If printed and signed with pen, please email ALL PAGES of this Amendment to sales@pstrax.com.

Signature Certificate

Reference number: HBARM-BUJAI-QXNWG-PPCYH

Signer

Adam Hedden

Email: ahedden@noblesville.in.us

Shared via link

Sent:

Viewed:

Signed:

Timestamp

22 Aug 2024 20:22:06 UTC

04 Sep 2024 14:33:51 UTC

04 Sep 2024 14:43:16 UTC

Signature



IP address: 64.124.73.98

Location: Noblesville, United States

Document completed by all parties on:

04 Sep 2024 14:43:16 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



PSTrax Pricing Proposal for Noblesville Fire Department – PPE Only

11/16/2021

Noblesville Fire Department

Matt Mitchell, Chief

135 S 9th St., Noblesville, IN, 46060

PSTrax is the industry-leading operations checks system for first responder agencies. Please select the modules your agency would like to utilize below. Annual license fees can be pro-rated to sync with budget cycle. One-time implementation fees can be amortized/spread over a multiple-year term (see Section 2 and Section 3 on Page 2).

MODULE	DETAILS	ANNUAL LICENSE FEE <small>(includes software hosting support training ongoing changes)</small>	ONE-TIME IMPLEMENTATION FEE <small>(includes project management data import configuration training rollout)</small>	SELECTED MODULES <small>Check all</small>
STATION	0 Heavy Vehicles	\$0 Annual	\$0 One-Time	
	0 Support Vehicles			
	Based on agency with 0 Stations	\$0 Annual	\$0 One-Time <small>or spread/amortized over term</small>	
	Based on agency with 0 Stations	\$0 Annual	\$0 One-Time <small>or spread/amortized over term</small>	
	Based on agency with 7 Stations	\$1750 Annual	\$1750 One-Time <small>or spread/amortized over term</small>	
	Based on agency with 0 Stations	\$0 Annual	\$0 One-Time <small>or spread/amortized over term</small>	
INVENTORY – EMS & FIRE	Based on agency with Stations	\$0 Annual	\$0 One-Time <small>or spread/amortized over term</small>	
CONTROLLED SUBSTANCE	0 Managed Containers	\$0 Annual	\$0 One-Time <small>or spread/amortized over term</small>	
TOTAL (ALL MODULES PRICED)		\$1750 Annual (USD)	\$1750 One-Time (USD) <small>(read: amortized over term)</small>	

Module Descriptions

- Vehicle – Schedule and document vehicle inspections for engine, chasis and inventory checks.
- Station – Schedule and document checklists for building maintenance, safety inspections, chore schedules and basic supplies.
- SCBA – Track the full history and movement of SCBA equipment. Log inspections, expirations, repairs, hydro testing, and more.
- PPE – Track the full history and movement of PPE equipment. Log inspections, expirations, exposures, cleanings, repairs, and more.
- Critical Asset – Track the full history and movement of critical assets. Log inspections, expirations, testings, repairs, funding source, and more.
- Inventory - Track consumable EMS, FIRE and station supplies including quantities, PAR levels, usage, expirations, and lot numbers.
- Controlled Substance – Track vial "handoffs", usage, quantities, expirations, and lot numbers.



Master Agreement & Terms

This Master Agreement is made and entered into as of the mutually executed date by and between Station Automation, Inc. (DBA PSTrax) and Noblesville Fire Department ("CLIENT"). PSTrax and CLIENT are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

This is a legal Agreement. Please carefully read all terms and conditions before signing. Any changes to this Agreement must be mutually agreed to by the Parties prior to signing. Upon the Parties mutually executing this Agreement, Station Automation, Inc. (DBA PSTrax) and CLIENT hereby agree as follows:

1. **Licensed Modules:** This Agreement shall grant CLIENT a license to use the modules for as long as this Agreement remains in effect. The modules being licensed as part of this Agreement shall be the modules checked by CLIENT above in the pricing table.
2. **Initial Term:** The Initial Term of this Agreement shall be the number of years selected by CLIENT below. The Initial Term shall start upon mutual execution of this Agreement by the Parties.

☐ 1 Year ☐ 2 Years ☐ 3 Years ☐ 4 Years ☒ 5 Years ☐ 6 Years

3. **Implementation Fees:** Each module being licensed has an implementation fee associated with it. The implementation fees shall be paid according to the selection made selected by CLIENT below.

☒ Pay implementation fees in the first year.

☐ Amortize/spread the implementation fees into equal annual parts over the term of the Agreement.

☐ Other special instructions _____

4. **365 Day Money Back Guarantee:** If CLIENT is not satisfied with the ROI savings or the performance of a specific module(s) after a period of 365 days from the module(s) purchase date, CLIENT may cancel the module(s) purchased, by providing 30 days notice to PSTrax, and be refunded 100% of the module(s) first year's annual license and set up fees paid to date.

To qualify, the PSTrax module(s) must be built and "implemented". By definition of "implemented", the system must be placed into the crew's daily operations and check procedures, and have tasks consistently logged in PSTrax for a minimum period of six (6) months. If this provision is executed, refunded monies shall be refunded by PSTrax within 90 days.

5. **Cancellation:** With the exception of Section 4 – 365 Day Money Back Guarantee, upon mutual execution of this Agreement by the Parties, CLIENT shall be committed to the entirety of the Initial Term as selected in Section 2 – Initial Term. If CLIENT does not wish to renew after the the Initial Term or a subsequent renewal term, it may cancel this Agreement by notifying PSTrax in writing, at least 30 days prior to the end of the term.
6. **Auto Renewal:** At the end of the Initial Term and each subsequent renewal term, if CLIENT has not notified PSTrax to cancel the Agreement, the Agreement shall automatically renew for a duration equal to the Initial Term as selected in Section 2 – Initial Term. The pricing terms shall remain the same, plus any annual increases as outlined below in Section 14 – Annual Increases.
7. **Changes to Pricing Terms:** Should a change to the pricing terms be necessary, PSTrax will notify CLIENT at least 90 days prior to end of the term. If, prior to the end of the term, the Parties fail to agree to the modified pricing terms, this Agreement shall not be renewed and shall terminate.



8. **Scope of Work:** PSTrax is responsible for the initial implementation and ongoing maintenance of any modules licensed as part of this Agreement. This includes the import and setup of all vehicle, equipment, and inventory inspections provided by CLIENT to PSTrax, as well as any ongoing adjustments to these inspections upon request.
9. **Change Requests:** Any additions or changes to the scope of work not included in the pricing may be subject to additional charges. The scope of work for each module is based on "active counts" which means no additional fees will be charged to setup and load a new item when it is replacing a retired item. The only time additional fees may apply is when new items are setup and loaded, but no items are retired. In the event of additional fees, new items will be subject to an annual license fee but not an implementation fee. Any additional fees shall first be approved by CLIENT.
10. **Adding Modules:** CLIENT may license additional modules at any time. If additional modules are added during the first year of the Initial Term, PSTrax will honor any previous pricing provided. New modules added can be prorated to sync up with existing modules on the anniversary renewal invoice so only one invoice would be issued (CLIENT preference).
11. **Setup & Implementation:** PSTrax shall assign a Project Manager to work with CLIENT during the implementation. The PSTrax Project Manager shall be responsible for organizing the documents provided by CLIENT, configuring the system to the requirements of CLIENT, and determining timelines to deliver the completed system back to CLIENT. It is the responsibility of CLIENT to provide the Project Manager all existing documentation for each inspection it wishes to include. CLIENT shall have the opportunity to review and approve the system prior to rollout.
12. **Ongoing Maintenance & Support:** All training, technical support, and adjustments to any modules licensed in this Agreement are included as part of the annual software license fee. No additional fees for support/service shall be charged during the term of this Agreement, unless the scope of work increases.
13. **Travel:** All implementations, trainings and rollouts are typically done through virtual meetings. Any travel that may be requested or required is excluded in the pricing provided, and shall be billed separately to CLIENT. Should travel be necessary, PSTrax shall have all travel requests approved in writing by CLIENT prior to purchasing.
14. **Annual Increases:** Annual software license fees may be subject to annual increases. Compared to the previous year's rate, annual increases shall not be more than five (5) percent or the Consumer Price Index published by the Bureau of Labor Statistics, whichever is lower.
15. **Billing Terms:** Payment terms for all invoices from PSTrax shall be Net-45 days. First year annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties. Each year thereafter, the annual software license fees, and any amortized one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date.
16. **Use of Name:** The Parties consent to the other Party using its name and logo in marketing materials for the purpose of identifying a business relationship with the other Party.
17. **User Licenses:** PSTrax does not charge a per-user license fee. CLIENT may add as many users as necessary in the system at no additional cost. Each user in the PSTrax system shall have a unique login and password and role-based security access for each module (Administrator or User). It is the responsibility of CLIENT to provide the PSTrax Project Manager with a list of its users and the security access levels each person needs to have.
18. **Compliance:** It is the responsibility of CLIENT to ensure that all checks and inspections provided to PSTrax comply with local and federal regulations, including but not limited to: NFPA guidelines, Department of Transportation (DOT) guidelines, manufacturer specifications, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ). **PSTrax is not responsible for ensuring that the inspections CLIENT provides adhere to local or federal regulations.**



19. **Data Storage & Protection:** All data input into PSTrax is owned by CLIENT under all circumstances. CLIENT may retrieve a copy of its data in digital format at any time during the term of this Agreement for no fee upon request. CLIENT may also retrieve a copy of its data for up to 36 months after the termination of this Agreement by contacting PSTrax. Additionally, CLIENT will continue to have access to the system for the purpose of viewing and downloading its data.
20. **Security & Service Interruption:** The PSTrax system is hosted by Rackspace Inc. – or a comparable top-tier hosting provider – and uses commercially reasonable measures to maintain the security and stability of the service. PSTrax assumes no responsibility for the effectiveness of these measures. Interruption of service is possible in any network. CLIENT hereby acknowledges and agrees that PSTrax and its service providers are NOT liable for any delays, outages, or interruptions of the service. Further, PSTrax shall not be liable for any delay or failure to perform its obligations under this Agreement, resulting from any occurrence beyond its reasonable control including, but not limited to, fire, flood, power outage, Internet outage, acts of God, mechanical, electrical, communications, or third-party supplier failure.
21. **Limitation of Liability:** Circumstances may arise in which CLIENT is entitled to recover damages from PSTrax. In such instance, the aggregate liability of PSTrax for damages shall be limited to the prorated portion of the annual software license fees paid to PSTrax by CLIENT for the three-month period immediately preceding the date on which such claim occurred.
22. **Intellectual Property:** Except for rights expressly granted under this Agreement, nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party, and Parties will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement.
23. **Confidential Information:** The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Except as required by law and public records requirements, Parties shall maintain confidentiality of all such confidential information and shall not disclose any confidential information to any third-parties unless it has obtained the written consent of the other Party.



By signing below, CLIENT agrees to the pricing, terms and conditions of this Agreement and certifies that the signer is an authorized purchaser for CLIENT.

When complete, please send all pages of this Agreement to PSTrax by emailing to sales@pstrax.com or faxing to 303-972-3494.

Noblesville Fire Department

Station Automation, Inc. (DBA PSTrax)

Authorized Purchaser

Signature: [Signature]

Print Name: Mark Mitchell

Title: Fire Chief

Email: mmitchell@noblesville.in.us

Phone: 317-776-6336

Date: 12/1/21

Signature: [Signature]

Print Name: Scott Bergeron

Title: President

Email: scott@pstrax.com

Phone: 303-918-3169

Date: 11/16/2021

Invoicing Information

Invoice Contact Name: Cara Culp

Invoice Contact Email: NFDbilling@noblesville.in.us

Invoice Contact Phone: 317-776-6336

Invoice Mailing Address: Noblesville Fire Department
135 S. 9th Street
Noblesville, IN
46060