Professional Service Contract

THIS CONTRACT is made and entered into effective the ___ day of __June____, 2017 by and between the Sarasota County School Board hereinafter referred to as the "SCSB" and SafePlans, LLC, 3519 US Alternate 19, Palm Harbor, FL 34683, herein referred to as "SafePlans."

TERM. This contract for professional services shall be effective June 20, 2017 and shall conclude on June 19, 2018. Following the professional services contract term, SafePlans will additionally provide hosting and technical support for 41 Sarasota County School sites through June 18, 2019.

SCOPE OF SERVICE.

1. Provide Full Suite ERIP System Application

Description: SafePlans will initiate hosting and access to the ERIP software application to provide tools to produce standardized emergency response plans, security assessments, online training programs and tactical site mapping for 41 SCSB school sites.

ERIP K-12 Solution

- a. Security Assessment Module (includes mobile app feature in Android and iOS)
- b. Emergency Planning Module (includes mobile app feature in Android and iOS)
- c. Online eLearning Module
- d. Site Mapping Module
- e. Readiness Dashboard
- f. Resource Section
- g. Task Management Section
- h. Communications Section

Completion Criteria: SafePlans will load the 41 identified SCSB school sites to the ERIP System.

Deliverables: SCSB specific ERIP database at https://erip.com.

Additionally, SafePlans will continue secure data hosting and technical support of the database application as stated in Paragraph 6, ERIP Licensing.

2 Emergency Planning

• Description: SafePlans will conduct a GAP Analysis of the existing school emergency plan and work with SCSB to build the school plan to current best practices and in compliance with state regulation/statutes. SafePlans will review the plan with SCSB and on final approval, load the resulting plan to ERIP.

Completion Criteria: This task will be considered complete when the 41 agreed school sites have access to the emergency plans in ERIP.

Deliverable: Emergency plans for all SCSB schools.

Professional Service Contract

3. Site Mapping

Description: SafePlans will develop & collect the core content of the site mapping module for up to 41 school sites. This data will be entered into the secure ERIP database; where it will be accessible via secure internet and as PDF downloads.

At a minimum, the site module will contain the following information for each facility/school:

- Aerial Photographs
- Tactical Grid
- Approach Routes
- Evacuation Sites
- Exterior photographs of all building sides, approach routes and entrances.
- Floor Plans
- Interior Photographs of all hallways, critical navigation areas, commons/congregation areas, stairwells, exits.
- Utility shutoff locations and directions (as provided by SCSB)

Completion Criteria: This task will be considered complete when the core site mapping information for each location is entered into the ERIP database and generated as a PDF (file).

Assumption (s):

- SCSB will provide floor plans for each school in a digital format (CAD, PDF, JPEG, etc.)
- SCSB will provide SafePlans access to sites at times that are mutually agreeable.
- The exact desired content of the site mapping module will be developed with direct input from SCSB subject matter experts and revised as deemed necessary by the SCSB.

Deliverable: Site mapping for 41 SCSB facilities.

4. Training Programs

Description: SafePlans will provide instructor-led and web-based training programs.

Training Plan Courses/Programs	Participants	Sessions
ERIP Emergency Plan Development (School Emergency Planners) to be completed no later than January 1, 2018.	Up to 30 trainees per session, or a total of 90 trainees	3
ERIP Navigation Training Target Audience: Public Safety	Unlimited	1

Completion Criteria: This task will be considered complete when SafePlans has delivered all training courses/programs.

Assumption(s): SCSB will coordinate training times, dates and locations.

Professional Service Contract

5. K-12 Maintenance and Support

Description: SafePlans provide a Single Point of Contact for SCSB Client support and maintenance.

Major Sub-tasks are:

- 1. Account Creation:
 - a. SafePlans will create district-level administrator accounts for the district.
 - b. SafePlans will create school-level administrative accounts for each school.
 - c. SCSB will create school-read only accounts for school teachers/staff.
 - d. SafePlans will create district-read only accounts for public safety agencies.
- 2. Provide Level 1 user support (M-F, 8am to 4:00pm) via:
 - a. Online user guide
 - b. ERIP usage tutorials
 - c. Online support form
- 3. Provide Level 1a administrative (school) support (M-F, 8am to 4:30pm) via:
 - a. Online administrative guide
 - b. ERIP usage tutorials
 - c. Online support form
 - d. Email
 - e. Help-desk (866-210-SAFE)
- 4. Provide Level 2 (district-level) support (M-F, 8am to 4:30pm) via:
 - a. Online user guide
 - b. Frequently asked questions page
 - c. Online support form
 - d. Email
 - e. Help-desk (866-210-SAFE)
 - f. Onsite support within 8 business hours.
- 5. Provide product updates as determined by SafePlans and revisions as necessary.

6. PRODUCT(S) DESCRIPTION

Description of Program Products

ERIP 5.0 is a cloud and mobile-app based software application that improves preparedness by integrating critical incident planning, mapping, and a comprehensive training module into a secure Web-based system. ERIP will be used to maintain all-hazards emergency plans that are customized to meet each location's needs using the Emergency Plan Development Wizard. Staff members can respond more effectively because the plans are available online, through a mobile application, and in PDF format files. Once developed online and generated into Adobe PDF format, the plans may be printed and/or saved on local hard drives. Plan updates are tracked and revisions to the "best practice" template are easily disseminated to all users. ERIP is an all-hazards solution that is designated as a qualified anti-terrorism technology by the U.S. Department of Homeland Security.

Providing first responders access to critical site information, such as floor plans and utility shutoffs is facilitated through ERIP's Critical Information Portal. Facility planners are able to upload facility schematics, photographs and rosters into the portal. Public safety agencies are provided special "read-only" accounts so this critical information is available when it is needed most.

Professional Service Contract

End User Browser Requirements

Browser: I.E. 7.0 Or higher, Safari 5.0 or higher, Firefox and Chrome

Other: Adobe Reader 9.0 or higher

ERIP Licensing

This contract includes hosting and technical support for 41 Sarasota county school sites through June 19, 2019. The cost for hosting and technical support following June 19, 2019 shall be \$350.00 per school site per year, subject to a 10% maximum annual increase effective June 20, 2020 and annually thereafter. Either party may terminate this contract, without cause, on or after June 19, 2019 by giving the other party ninety (90) days written notice.

7. PROJECT MANAGEMENT

The SafePlans Project Manager is a single point of contact for all project communications and coordination. The responsibilities of the SafePlans Project Manager are:

- Prepare and maintain a project plan, roles and responsibility definition document, issue management process, and risk mitigation process;
- Measure and evaluate progress against the project plan;
- With the SCSB, track issues and monitor closure;
- Coordinate and manage the activities of project personnel;
- With the School System, resolve deviations from the Project Plan;
- With the School System, administer any Project Change Management procedures; and
- With the School System, mutually agree on a method of communications for written information for this project.

8. COMPENSATION

In addition to delivering the ERIP application, and other Deliverables and Services on schedule, SafePlans will:

- 1. Provide periodic, detailed invoices broken down into aforesaid categories.
- 2. Participate in progress reviews, as requested by School District Administration, to demonstrate SafePlans performance of its obligations;

Professional Service Contract

#	Milestone	Payment	Amount
1	Project Initiation:	Invoice after completion of Milestone 1	\$7,500
	 Establish Project Guidelines Define Detailed ERIP School List Develop Project Plan Conduct GAP Analysis of existing School Emergency Plan and work with SCSB to build the school plan to current best practices and in compliance with state regulations. 	Estimated Completion: July 15, 2017	
2	Collect site mapping data for 41 school sites.	Invoice after completion of Milestone 2 Estimated Completion: Aug 15, 2017	\$61,500
3	Enter site mapping data the ERIP system for 41 school sites.	Invoice after completion of Milestone 3 Estimated Completion: September 1, 2017	\$61,500
4	Implement Instructor-led Training Courses	No additional cost Estimated Completion: September 15, 2017	
		Total	\$130,500

Payments terms for Services and Milestones (may be adjusted after joint planning meeting)

- **9. TAXES.** SafePlans is responsible for payment of all applicable taxes from funds to be received under this contract.
- **10. RIGHT TO AUDIT.** SafePlans shall permit an authorized representative of SCSB to periodically inspect and audit related data and records relating to the performance of SafePlans under the terms of this contract.

11. INCORPORATION OF PROPOSAL:

SafePlans' proposal for SCSB is hereby made an integral part of this Contract and incorporated herein by reference. In case of conflict the following order of authority will be followed, with the first listed being the highest authority: (1) This Contract. (2) SafePlans' proposal: All commitments made in SafePlans' proposal not in conflict with the Contract form a part of this Contract, whether specifically spelled out or not.

12. The sole and exclusive jurisdiction for any action brought pursuant to or involving this Contract shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

All provisions of this Contract are hereby agreed to:

IN WITNESS THEREOF, the parties hereto have executed this contract, effective on the date first written above.

Sarasota County School Board	SAFEPLANS	
	BY:	
REVIEWED BY:	BRAD SPICER, PRESIDENT & CEO	
SARASOTA COUNTY SCHOOL BOARD	SAFEPLANS LLC	TAX ID: 20-3014942

Professional Service Contract

ATTACHMENT A

Project Change Request (PCR) Procedure

Changes to the contract may be requested by either party. Changes implemented under this procedure also may affect other terms of the Agreement not included in the contract.

- 1. A Project Change Request ("PCR") or an alternate mutually agreeable document will be used to communicate any requested change. The requesting party's project manager (or other designee) will draft the PCR and submit it to the other party's project manager (or other designee). The PCR should describe the changes, the rationale for the changes and the effect the changes will have on the Statement of Work or other aspects of the Agreement. The PCR must incorporate the contract by reference and include an effective date.
- 2. The parties will review the proposed change and approve it for further investigation, if any, or reject it. The investigation will validate the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.
- 3. When there is agreement on the PCR, the contact will be amended when the SafePlans signs and Client's authorized Procurement representative countersigns the PCR.
- 4. A Purchase Order or PO alteration that references the PCR may be issued by Client to authorize SafePlans to perform as required by the PCR. The PCR is not a work authorization.