



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Ordinance: O-EN-045-2018

**File Number: ORD-18:045**

**Enactment Number: O-EN-045-2018**

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH HANGAR 14 SOLUTIONS, LLC FOR THE USE OF STREETWISE CADLINK SOFTWARE AND STREETWISE SMARTBOARD SOFTWARE BY THE FIRE DEPARTMENT, AMENDING THE 2018 BUDGET, AND DECLARING AN EMERGENCY

WHEREAS, the existing mapping solution used by the City of Jonesboro does not allow for fire service specific items such as updated mapping with hydrant locations and business pre-plans, leaving the Fire Department reliant on dated paper maps when responding to emergency calls; and

WHEREAS, Hangar 14 Solutions, LLC is the sole source provider for the Streetwise CADlink software that not only integrates with the current CAD system in use by the City of Jonesboro, but is also designed specifically for the fire service industry in allowing for the items stated above to be available electronically through the use of iPads; and

WHEREAS, the Fire Department recommends entering into a contract with Hangar 14 Solutions, LLC providing user licenses for the Streetwise CADLink software and StreetWise SmartBoard software for \$6,060 annually plus initial setup charges; and

WHEREAS, the City of Jonesboro passed the 2018 Budget in Ordinance Number 17:087, which will need to be amended in order to effectuate said agreement; and

WHEREAS, the budgeted 2018 expenditure increases will consists of the following:

01-102-0296-00	Computer Software	\$ 6,750
01-102-0228-00	Subscriptions and Dues	\$ 4,860
01-102-0318-00	Maintenance Contracts	\$ 1,200
01-110-0224-00	Supplies	\$ 320
01-110-0232-00	Minor Equipment & Furniture	\$ 24,150

WHEREAS, funding for the execution of this agreement shall come from General Fund Excess reserves.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION ONE: That the City Council in accordance with the terms of A.C.A. Section 14-58-302 hereby waives the requirement of competitive bidding deeming it unfeasible due to the following: (1) Hangar 14 Solutions, LLC is the sole source for Streetwise CADLink software that will integrate into the City's

current CAD solution.

SECTION TWO: The Mayor is hereby authorized by the City Council for the City of Jonesboro, Arkansas, to execute all documents necessary to effectuate this agreement.

SECTION THREE: The 2018 Budget is hereby amended to increase the Fire Department Budget by \$12,810 for the purchase StreetWise CADLink software and StreetWise SmartBoard software, and to increase the Information Systems Department budget by \$24,470 to purchase the iPads, mounting hardware, and display equipment necessary for the operation of Streetwise CADLink software and StreetWise SmartBoard software.

SECTION FOUR: It is further found that due to the immediate need to acquire this mapping solution to provide the Fire Department with up-to-date information while responding to emergency calls, an emergency is declared to exist and this ordinance being necessary to provide for the safety of the public shall take effect from and after its passage and approval.

PASSED AND APPROVED this 5th day of July, 2018.

## SOFTWARE AND SERVICES PURCHASE AGREEMENT

This agreement is entered into effective on the date of \_\_\_\_\_ between **HANGAR 14 SOLUTIONS, LLC**, a North Carolina limited liability company, located at 249 Normandy Road, Mooresville, NC 28117 (hereinafter referred to as "Hangar 14" or "Supplier"), and **CITY OF JONESBORO, ARKANSAS- FIRE DEPARTMENT**, a governmental entity located at \_\_\_\_\_ (hereinafter referred to as "Client").

### Terms and Conditions:

Hangar 14 will act as a provider of certain computer applications, collectively known as "StreetWise CADlink®" (the "Products"), which will collect and disseminate incident response data for Client and which utilizes software designed to operate on various mobile or fixed computing devices and includes 'cloud' platform data storage and management services, and Client does desire to retain the services of Hangar 14 in order to obtain the Products, and Hangar 14 is willing and able to accept such assignment.

In consideration of the mutual covenants and agreements herein contained, the parties do agree as follows:

1. **Term.** Hangar 14 shall act as a supplier to Client of the Products designed and provided by Hangar 14 for a period of one year from the Effective Date, unless terminated sooner in accordance with the provisions hereof. During this initial one-year term, Hangar 14 agrees that all prices on the individual unit subscription fees will remain as indicated in this agreement and without increase. This Agreement shall renew automatically for additional one year terms unless terminated as provided herein.
2. **Products Deliverable.** Client will be provided access and use of the StreetWise CADlink® mobile response software system through the issuance of an **End User License Agreement** (Appendix A of this agreement) that shall remain valid throughout the term of this agreement. By signature of this service agreement, Client hereby acknowledges that the **End User License Agreement** has been reviewed and affirms that the Products software will only be used within the terms of the **End User License Agreement** and that any such license is invalidated upon termination of this service agreement for any reason.
3. **Compensation.** During the term of this Agreement, for the services of the Supplier in providing and servicing the Products to the Client, Client agrees to pay to the Supplier the amounts specified below:
  - (a) A non-refundable set-up fee in the amount of **Two Thousand Five Hundred dollars (\$2,500.00)** representing the initial startup and activation of the StreetWise™ account, to be invoiced at the effective date of this agreement; and,

(b) A non-refundable custom API programming fee in the amount of **One Thousand Two Hundred Fifty dollars (\$1,250.00)** representing the initial custom setup of the StreetWise™ to CAD Bi-directional API for location and status changes, to be invoiced at the effective date of this agreement; and,

(c) An annual subscription fee in the amount of **Six Thousand Sixty dollars (\$6,060.00)** representing, collectively, the **13** licenses for operating the “StreetWise CADlink MDT” Software, **7** licenses for operating the “StreetWise SmartBoard” station information display software, and an annual maintenance fee of \$1200 for the CAD Bi-directional API. Subscription fees may be invoiced annually, semi-annually or quarterly, starting with the date service is active and made available for use by the Client.

(d) Subsequent to the initial startup of the account, Client may add to the number of device subscriptions in any category by providing written request to the Supplier, and any such additions will use the subscription pricing provided in items i through iii of this agreement shown below. Any such additions made during an annual billing period will result in a pro-rated invoice through the end of the current annual billing period, then an associated increase in the following year’s total subscription fees.

(i) An annual fee in the amount of **One Hundred Eighty dollars (\$180.00)** per device which utilizes the Product known as “StreetWise CADlink Tablet MDT Software”

(ii) An annual fee in the amount of **Thirty-Six dollars (\$36.00)** per device which utilizes the Product known as “StreetWise Responder Smartphone Software” intended for the devices carried by individual personnel

(iii) An annual fee in the amount of **Three Hundred Sixty Dollars (\$360.00)** per station/facility which utilizes the Product known as “StreetWise SmartBoard Station Monitor Software”

(iv) An annual fee in the amount of **One Hundred Twenty Dollars (\$120.00)** per additional SmartBoard SmartAdapter for additional television monitors at a subscribed station using the Product known as “StreetWise SmartBoard Station Monitor Software”

4. **Termination of Agreement.** All liabilities and obligations of the parties to each other under this Agreement shall cease and terminate upon either of the events specified below:

(a) Either party may, without notice to the other party, terminate this Agreement for the violation by the other party of any of the material covenants contained in this Agreement. or

(b) If Client is unable to obtain appropriations to fund the Products from its affiliated governmental entity, Client will give Hangar 14 immediate notice of its inability to obtain the said funding and this Agreement shall be immediately terminated.

5. **Confidentiality and Data Security.** Hangar 14 agrees not to disclose any confidential information of Client to any person or persons outside the employment of Client or use such information for Hangar 14’s own benefit, whether during

or subsequent to the term period of this Agreement. Hangar 14 agrees to use all reasonable and prudent measures to maintain the security of Client data during or subsequent to the term period of this Agreement.

6. **Additional Training.** Hangar 14 will provide access to video tutorials to Client for self-training on use of the Products. Additional fee-based training is also available from Supplier, if desired, but is solely optional for the client. Fees for the optional training shall be charged as follows:

- Onsite Training - 2 Days – One StreetWise trainer will train up to 25 attendees, at one time for **\$3,000**.
- Online Training – One StreetWise trainer will provide 3 hours of online webinar training for **\$375**.
- Online Training - One StreetWise trainer will provide 1 hour of webinar training for **\$125**

7. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement, and if the claim of invalidity or unenforceability of any provision is based on the length of the term of a covenant contained herein, such provision shall not be deemed invalid or unenforceable, but shall be deemed modified to the maximum term of duration as any court of competent jurisdiction rules is reasonable and is valid and enforceable.

8. **Notices.** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below. This requirement does not include such communication as may be required for set-up and onboarding of the Client by the Supplier, which may be made by phone or email:

**If to Hangar 14:**

Hangar 14 Solutions, LLC  
Attention: Philip A. Kouwe, Manager  
249 Normandy Road  
Mooresville, NC 28117  
Phone: 800-718-8027  
Email: [pkouwe@hangar14solutions.com](mailto:pkouwe@hangar14solutions.com)

**If to Client:**


Project Liaison:  
Phone:  
Email:

9. **Force Majeure.** Any party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.

The parties hereto have executed and delivered this Agreement as of the day and year first above written.

**HANGAR 14 SOLUTIONS, LLC**

**CLIENT:**

By: 

Philip A. Kouwe, President/CEO

## Appendix A: StreetWise CADlink End User License Agreement

### License

Under this End User License Agreement (the "Agreement"), Hangar 14 Solutions, LLC (the "Vendor") grants to the user (the "Licensee") a non-exclusive and non-transferable license (the "License") to use StreetWise CADlink (the "Software").

"Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the Products.

Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

The Software may be loaded onto no more than one computer. A single copy may be made for backup purposes only.

The rights and obligations of this Agreement are rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.

The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

### License Fee

The StreetWise CADlink subscription service fees paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.

### Limitation of Liability

The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the subscription service fees of the Software. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of products, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.

The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

The Vendor does not warrant that any location information for incidents, pre-incident plans, hydrants, waypoints, or devices will be error-free. By its very nature, geocoding of location information (the transformation process of addresses and places to coordinates) can be imperfect. Information and mapping provided by this software should never be the sole reference for location by users of the software.

The Vendor may remedy any non-conforming Software by providing a refund of the subscription service fees or, at the Vendor's option, repair or replace any or all of the Software.

Any refund provided under this section may be reduced where the Licensee has gained significant use and value from the Software.

### Warrants and Representations

The Vendor warrants and represents that it is the owner of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

**Acceptance**

All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on installation of the Software.

**User Support**

The Licensee will be entitled to of phone support available 24 hours per day 7 days per week, at no additional cost for the duration of a valid StreetWise CADlink service subscription.

The Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for the duration of a valid StreetWise CADlink service subscription from the date of Acceptance.

**Term**

The term of this Agreement will begin on Acceptance and will continue for the duration of a valid StreetWise CADlink service subscription. At the end of the term of this Agreement the Licensee must destroy all copies of the Software in their possession.

**Termination**

This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

**Force Majeure**

The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

**Governing Law**

The Parties to this Agreement submit to the jurisdiction of the courts of the State of Arkansas for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Arkansas.

**Miscellaneous**

This Agreement can only be modified in writing signed by both the Vendor and the Licensee.

This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

**Notices**

All notices to the Vendor under this Agreement are to be provided at the following address: Hangar 14 Solutions, LLC, 249 Normandy Road, Mooresville, NC 28117