



## CONTRACT FOR SERVICES

Contractor: NaviGate Prepared  
1776 Tech Park Drive, Suite 221  
New Philadelphia, OH 44663

Wellsboro Area School District (Customer) and NaviGate Prepared (NaviGate) agree as follows:

1. Provide OnSite Service. NaviGate Prepared will:
  - a. Upload floor plans, creating if needed, for each school building and color-code each room based on room type.
  - b. Add icons to the floor plan indicating the location of all Chapter 10 of the Safe School code required items – utility shut-offs, cameras, life safety equipment, etc. for each school building.
  - c. Take and upload a 360 photograph of all rooms in each school building with the exception of closets too small for the camera equipment.
  - d. Take and upload 360 photos of all hallways in each school building.
  - e. Take and upload a photo of all interior and exterior doors in each school building.
  - f. Review all work with the customer at the completion of the OnSite Service and correct to the customer's satisfaction.
  - g. Upload and create School Emergency Operations Plan for each school building based on the school's current plan.
  - h. Upload and create Flipcharts for each school building based on the school's current flip charts or using one of the templates in NaviGate.
  - i. Services are typically scheduled within 60 days of start of contract unless delayed by the customer. OnSite work will take less than 5 days once started.
2. Software License. NaviGate Prepared will:
  - a. Provide unlimited access (storage, users, use, etc.) to NaviGate Prepared Web-based Software and application.
  - b. Provide unlimited train-the-trainer training to customer designated champion(s) via the phone or one-on-one web based training..
  - c. Designate an account representative to be the main point of contact for customer champion(s) and contacts.
  - d. Create Flip Charts based on current school flipchart and train district users how to update and publish.
  - e. Set-up the respond application to allow the school district to provide student accountability in an emergency.

Attachment XVI-1C

- f. Create the district level All Hazards Plan based on the current school plan and work with the district to complete any missing/additional required pieces to meet the state requirements for the All Hazards Plan.
- g. Provide in-person training to local first responders and school administrators on the use of NaviGate Prepared.
- h. Link in cameras from the school's camera system (after district has provided us access and system allows for web-based access) to the NaviGate maps.
- i. Build out initial virtual binders for each school building and train district staff on updating these binders.
- j. Provide ongoing assistance and training at no additional cost for the term of the license.

3. Fees. Customer will pay:

- a. Initial Year fees (includes OnSite): No cost to the school district. Initial year funded by Tioga County.
- b. Ongoing license fee after initial license period: \$3,000 per year.

4. Confidentiality.

- a. Navigate agrees to use commercially reasonable efforts to maintain the confidentiality of Customer confidential information that is disclosed to Navigate in connection with the performance of services, and to use such Customer confidential information solely for purposes of performing services hereunder.
- b. All data is owned by the customer and shall be returned within 14 days to the customer if requested by customer. NaviGate shall destroy any customer data in its possession 30 days after contract termination.
- c. Navigate shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Customer confidential information" shall mean any and all information related to our buildings belonging to Customer, or any other Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that:
  - i. is or becomes publicly known through no fault or negligence of Navigate;
  - ii. is or becomes lawfully available from a third party without restriction;
  - iii. is independently developed by Navigate; or
  - iv. is disclosed without restriction by Customer to any third party at any time.

- 5. NaviGate shall defend, indemnify and hold harmless Customer, from and against any and all suits, claims, actions, causes of actions, judgments, damages, liabilities, losses, damage to property or for injury to or death of any person, costs and expenses (including without limitation court costs, litigation expenses and reasonable attorneys' fees) (collectively referred to as "Claims") asserted against Customer arising out of or from, or alleged to have arisen from:
  - a. the acts or omissions (whether negligent, reckless, intentional or otherwise) of NaviGate, its employees, agents, contractors or subcontractors;

- b. any misrepresentation, omission, breach of warranty, breach of any covenant or other breach or default by NaviGate under this Agreement;
- c. without limitation any infringement of third party rights or violation or breach of confidentiality as stated herein; and
- d. any claim by any employee of NaviGate against Customer claiming any employment benefit of Customer

6. The initial term of this agreement is March 1, 2018, to June 30, 2019. The initial term is funded by Tioga County and is provided at no cost to the school district. Annual renewals of \$750 per school building (\$3,000) will be the responsibility of the School District each year for 5 years from the initial term of this contract.

7. Contract Termination. Customer may terminate this agreement at any time. Fees collected following satisfactory completion of the OnSite and implementation services will not be returned.

Date: \_\_\_\_\_

By: \_\_\_\_\_

NaviGate Prepared

Date: \_\_\_\_\_

By: \_\_\_\_\_

Customer