



Emergency Reporting  
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## Contact Details:

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## Customer Contact Details

Account Name	Dalton Fire Dept. (GA)	Quote Number	00023822
Contact Name	Todd Pangle	Created Date	7/22/2020
Phone	(706) 226-9648	Expiration Date	9/30/2020
Email	tpangle@cityofdalton-ga.gov	Customer Type	New
Ship To	404 School St. Dalton, GA 30720	Primary Interface	Interact (Historical)
County	Whitfield		

## Order Summary

Product	Product Code	Quantity	Sales Price	Discount	Total Price	Line Item Description
Basic Platform Base Package - Fire Bundle	Base-4	1.00	USD 1,995.00		USD 1,995.00	Annual fee. GOOGLE MAPS, NFIRS, APPARATUS, TRUCK CHECKS, DAILY ROSTER, INSPECTIONS, PRE PLANS, HYDRANTS, EQUIPMENT, TRAINING, PAYROLL, SHIFT, REPORTS, RESPONSE/ SAFETY ANALYTICS, POWER BI BASIC.
Basic Plus Package - Station Plan	Base-5.1	5.00	USD 250.00		USD 1,250.00	Annual fee , 5 stations
Basic CAD Package	CAD-B1	1.00	USD 595.00		USD 595.00	Annual fee to Central Square. Please check with your CAD company as there may be a cost to interface to us. CAD set-up is 90-120 days.
InspectER App - Level 3	INSP-L3	5.00	USD 300.00	100.00	USD 0.00	Annual fee for inspectER for five stations, unlimited users.
Active911 Interface	API-34	1.00	USD 0.00		USD 0.00	Interface to Active911
Onsite Training	TRG-1.2	3.00	USD 1,250.00		USD 3,750.00	One time fee for 3 days onsite training. Due to COVID, training dates will be scheduled in conjunction with Dalton.
Onsite Travel	TRG-1.3	1.00	USD 1,000.00		USD 1,000.00	One time fee for onsite training travel

## Summary

Bill To Name	Dalton Fire Dept. (GA)	Year 1 Total	
Bill To	404 School St. Dalton, GA 30720 USA	Yearly Subscription	USD 3,245.00
# Years	1	Fees	
Payment Schedule	Yearly	Annual CAD Link	USD 595.00
	Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep.	Maintenance Fees	
		Annual Vision Fee	USD 0.00
		Annual Safety	USD 0.00
		Analytics Fee	

Please make checks payable to: Backdraft OpCo, LLC

One-Time Setup Fees	USD 0.00
Annual Interface Fee	USD 0.00
Data Import Fee	USD 0.00
Training Fees	USD 4,750.00
Year 1 Cost	USD 8,590.00
Estimated Yearly	USD 3,840.00
Total: Year 2+	

### Account Setup Info

\*Account Setup Contact Name:

\*Phone#: \_\_\_\_\_

\*e-mail: \_\_\_\_\_

\*Is the organization tax exempt? yes [ ] no [ ]  
If "Yes", please email a copy to [orders@emergencyreporting.com](mailto:orders@emergencyreporting.com) or  
fax a copy to 866-929-6157.

The ER Support team will configure your account to export NFIRS data to the state fire marshal's office, provided the office receives NFIRS data. As a courtesy, ER will also send a copy of the email to your department. Please enter the department email to receive these email in the space provided above.

\*Dept. NFIRS Email Recipient:

### Agency Codes: If blank please add (Required for setup)

FDID:

EMS ID:

### CAD Link & Occupancy Module Setup Contact Name

\*CAD Link Setup Contact Name (Fire Dept Contact):  
(Only Required if putting CAD link in place to PSAP)

\*Phone#: \_\_\_\_\_

\*e-mail: \_\_\_\_\_

- Please check one. (*New Customer Accounts Only*)  
For Occupancy Module configuration would you like your setup to be based on NFPA [ ] or ICC [ ]?

\* This is for setting up Categories and Subcategories.

\*\* If left blank implementation will default to the ICC settings.

### Data Import Information - \*Required to Process Order

If you wish to import any non-NFIRS data and the "import fee" is not a line item on this order form, please contact your sales rep to have the order form updated. Your order cannot be processed until this fee is added to the above products "line item" list. ER doesn't import training records at this time. Otherwise, if you have purchased to have your non-NFIRS data imported, please check the selected areas below so that implementation will be able to assist you appropriately.

### Other Imports (Check all that apply - imported for a fee)

- [ ] Equipment
- [ ] Occupancy
- [ ] Hydrants
- [ ] Flow Test
- [ ] Personnel
- [ ] Apparatus

### Notes / Comments

Special Order      The Flat File Parser CAD link parses data from a predetermined folder where your CAD system puts the call data so no link actually exists directly between ER's system and the CAD system. Some CAD systems require the installation of an additional program to push the required call data to a specific folder in text or xml format. Please have your dispatch center contact your CAD vendor to determine if your current system already has the capability in place or if they'll need to purchase that as an additional feature. The CAD link may take up to 90 to 120 days to develop, test and deploy.

### Terms & Conditions

Backdraft OpCo, LLC dba Emergency Reporting ("COMPANY"), and the above-named account ("AGENCY") are entering into an agreement as of the signature date.

#### Fire & EMS Solution Terms & Conditions

##### **COMPANY shall perform the following services:**

1. Collect emergency response data via a website accessible at <https://secure.emergencyreporting.com> .
2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System (NEMSIS), version 3.3.4 or 3.4.0 as supported by your state.
3. Provide EMS export services for states that are officially supported by COMPANY for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 3 is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on our website.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 3.
5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, COMPANY will configure direct submission to the state; if the state prohibits third party submissions, COMPANY will provide Agency with the applicable data for state reporting requirements.
6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal policies, federal HIPAA regulations and industry practices regarding security.
7. Provide access to the website by current browser technology as stated here:  
<https://emergencyreporting.com/emergency-reporting-system-requirements/>
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

##### **The Agency shall be responsible for the following:**

1. Maintain an active user list of accounts that are authorized to access the website.
2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of COMPANY.
4. Use supported web browsers as listed in the COMPANY website:  
<https://emergencyreporting.com/emergency-reporting-system-requirements/>
5. The AGENCY agrees to abide by the Company TERMS OF SERVICE which can be found at:  
<https://emergencyreporting.com/terms-of-service/>

#### Additional CAD Link Terms & Conditions

##### **COMPANY shall perform the following services:**

1. Web Service CAD Links - Receive CAD interface data to the following address:  
<https://secure.emergencyreporting.com/WS/V1.0/Dispatch/CallCenter.php> COMPANY reserves the right to reject or ignore invalid data.
2. For Flat File Parser (FFP) integration, COMPANY shall provide a cloud service that automates the parsing process and route CAD incident data to your specific account.
3. Provide ongoing changes and bug fixes, to keep the CAD Interface address specified above operational.
4. Supply mapping (alias) tools, submission tracking, and general processing tools to assist in the management of CAD supplied data to COMPANY standards.
5. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal policies, federal HIPPA regulations and industry practices regarding security.

##### **The Agency shall be responsible for the following:**

1. Provide clean, valid data for processing, either via text, xml (for Flat File Parser Integrations) or web services (for web services direct installations)
2. For FFP Integrations, the Agency shall provide a computer to install a SFTP client that shall have access to CAD RMS export file directory where text or xml files are dropped with the following SFTP settings:
  1. SFTP

2. Port 22
3. Server <http://cadfiles.emergencyreporting.com>
4. Username and Password setup on time of integration
3. If agency does not supply SFTP client, BDO shall provide client at an additional cost.
4. Agency shall provide technical staff to assist with integration, debugging, networking, and general troubleshooting of CAD link technology and infrastructure.
5. Additional charges from your CAD vendor may apply and should be discussed with that vendor.
6. Once your CAD link is deployed any changes to the format of the file and or changes of the CAD system that result in a rebuilding of the CAD link connection may result in change order fees.

**Governing Law.** These Terms and all Order Forms shall be governed, construed, and enforced in accordance with the laws of the State of Washington, United States, without regard to its conflict of law rules. You further agree that the state or federal courts located in King County, Washington, United States, shall have exclusive jurisdiction of, and shall be the exclusive and correct venue for, the resolution of any dispute arising out of or related to these Terms and any Order Form. Notwithstanding the foregoing, if you are a U.S. public entity, these Terms and all Order Forms will be governed by the laws of the State or Commonwealth in which you are located and the state or federal courts located in Your state shall have exclusive jurisdiction and venue for any dispute arising out of or related to these Terms and any Order Form.

**Data Ownership.** All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by COMPANY is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

**Statute of Limitation.** The AGENCY agrees that any cause of action you may have against COMPANY must be commenced within (2) years after the claim arises.

**Pricing.** The AGENCY agrees to the prices set forth in this agreement. COMPANY reserves the right to modify AGENCY pricing at the billing renewal date and will provide 30 day advance written notice of its intent to do so.

**Termination.** Either AGENCY or COMPANY can terminate service at any time upon 30 days written (or email) notice. Future service fees, if any, will be refunded to the AGENCY.

**Billing Cycle Start Date.** The AGENCY agrees that the billing cycle start date will become effective on the 1st of the following month in which the signed order form is received by COMPANY.

**Copyright.** The Agency recognizes that the Company website and technology has copyrights on it, but the data put in is the Fire Department or City. Reports with data should be readily producible by the City to comply with the Georgia Open Records Act. .

**RESPONSIBILITY:** ER will not be responsible for (a) Your misuse of or inability to use the Services, or (b) fraud, manipulation, or willful misconduct by You.

#### Order Agreement

**Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Phone #** \_\_\_\_\_

**Email** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

#### Billing Contact:

*Invoices and billing related information will be sent electronically to this contact. If left blank ER will use the primary contact information listed at the top of this order form:*

**Name** \_\_\_\_\_

**Email** \_\_\_\_\_

Would you like to receive a copy of your invoice via mail please check here: Mail [  ]

Mailed invoices will be sent to the billing address list above.