

PSAP Grant Program Grant Ranker

View Application--66--Amelia County VoicePrint Voice Recorder Replacement

Grant Period: 2009

Tier: Replacement of out of service wireless E-911 equipment to enable primary PSAP to maintain current service levels to the general public (**OUT OF SERVICE**)

Grant Program: Continuity and Consolidation **Grant Type:** Individual PSAP

Priority: Voice recorders and logging systems (**VOICE**)

Primary PSAP Applicants: Amelia County

Jurisdictions Served: Amelia

Project Director:

R. Jason Malloy
E 9-1-1 Coordinator
PO Box 463 16441 Court St. Amelia Court House, VA 23002
804-561-2118 (phone)
804-561-2269 (fax)
rjmalloy@tds.net

Project Description:

This project is to replace a non-repairable voice recorder owned by the Amelia County Sheriffs Office. The ACSO is the 911 PSAP for Amelia County, Virginia. There are at present no monies available in the ACSO budget, and replacing the unit will mean taking money out of other already overburdened/overbudget line items. The ACSO has sought other funding sources to supplement our budget, however none are available. We are requesting this grant per Dorothy Spears-Dean and Sam Keys to supplement/reimburse the cost of the unit due to our current budget situation.

Total Project Cost \$10,000.00

Amount Requested: \$10,000.00

Matching Funds: \$0.00

Additional Local Funds: \$0.00

Statement of Need:

On December 7, 2007 at approximately 14:30 hours, our Voice Print Internationa (VPI) Voice Recorder malfunctioned. After speaking with VPI's technical support team, it was determined that the voice recorder would not be repairable by the Amelia County Sheriffs Office. Due to the sensitive nature of emergency services, quotes for a replacement voice recorder were received from several vendors. VPI was the best quote, and a request was made to purchase the recorder. The Sheriffs Office budget is extremely tight this fiscal year, and the \$10,000 needed to replace the unit is not available in our current budget. The ACSO budget will most likely already go over budget even before the purchase of the voice recorder. Due to the sensitive legal nature of the business conducted in a 911 PSAP, it is of the utmost importance to have a

voice recorder operational at all times.

Project Impact:

From December 7, 2007 around 14:30 hours until Friday December 21, 2007 around 15:30 hours the Amelia County Sheriffs Office (ACSO) did not have an operational voice recorder. Therefore, any radio or telephone transmissions in to or out of the ACSO were not recorded. If any of the calls for service during this time were to be subpoenaed, we would not be able to provide the requested information.

Consequence of Not Receiving:

The ACSO budget is projected to run over at the end of the current fiscal year. To spend the \$10,000 to replace the voice recorder, monies will have to be expended from budget line items that may already be over budget themselves (I.e. patrol vehicle gasoline.) This moving of money may make other necessary expenditures impossible at the end of the fiscal year due to the monies not being available. This lack of funding could potentially affect other aspects of the PSAP's public safety function.

Part of Long Term or Strategic Plan?: Yes

Likelihood of Completion Unfunded?: 0%

Other Available Funding Sources?: No

Percent of Grant Funding Requested To Total Funding Cost?: 100%

Is Project Locally Sustainable?: Yes

Comprehensive Project Description:

Proposals were submitted from Voice Print International, Verizon, Mactek and Eventide. These proposals were for the replacement of the current VPI voice recorder. Out of the proposals, VPI was by far the best. Once the decision to go with VPI's proposal was made, funding sources were sought at the direction of the County Administrator. The Sheriff's Office budget was examined first and it was determined that no funds were available for the replacement of this unit. Next, the Commonwealth Attorney was contacted to see if monies could be transferred from that budget to the Sheriffs Office budget. It was determined that their budget was in worse shape than the Sheriffs Office and no money was available. It was at that point that the Wireless 911 Board was contacted to inquire about funds. We were informed to purchase the unit and the Wireless 911 Board would consider our request for funding (which could be utilized as reimbursement.) At this point, the County Administrator approved approval of the unit. VPI was contacted and a new server was overnighted to the Sheriffs Office. The unit was installed on the day of receipt by the E 9-1-1 Coordinator, with final setup instructions being given over the phone by a technical support representative from VPI.

What type of interface or compatibility solution will be used between existing equipment and/or software and that which you intend to purchase?:

The new system utilizes a new PSAP software suite. This software suite has an interface which will allow us to capture ANI/ALI data which hasn't been captured before. This new software suite will also be compatible with the new Vesta PALLAS telephone system that is being ordered.

What is the overall relationship of your project to your PSAP or locality's established long-range future plans?:

A three-year plan was recently submitted to the Sheriff by the E 9-1-1 Coordinator. This plan included replacement of the voice recorder due to its age. Unfortunately, the unit failed prior to the time frame indicated in this plan.

How will the equipment purchased will support future technologies for PSAP readiness?:

The old software suite that was in place on the old unit would not have been compatible with future NextGen 911 information (I.e. photos, text messaging, etc.) The new software suite, where not already compatible with NG911 info, should be easily upgradeable by VPI to accept and record all incoming NG911 info.

Budget and Budget Narrative:

The budget for this project is as follows: \$9,474 -- Cost of Server, software suite, shipping, installation & training. Approximately \$500 -- Cost of telephone installation/setup assistance on date of delivery. At the

present time, there is no money available from the sheriffs office budget. The unit has been purchased per the County Administrator, however the money will be taken out of the sheriffs office budget anyway. This will cause several other line items to fall short this fiscal year, which necessitates seeking reimbursement for the cost of this project.

Ongoing Expenses:

The only ongoing expenses for this project will be the cost of extended warranties/tech support beyond the first year. The budget for the next fiscal year is current in the progress of being written. Since these costs are already known, they are being written in to the next budget as a seperate line item.

Evaluation:

An evaluation of the system will be conducted after three (3) months of operation to verify that it is working properly.

What are the short term, intermediate, and/or long-term outcomes desired for this project?:

The short term outcomes desired for this project are to begin recording all voice transmissions in to and out of the communications center as soon as possible. The intermediate and long-term outcomes desired are the same. We wish to further explore the new features built in to the PSAP software suite. This will enable management to begin a comprehensive Quality Assurance evaluation program of all communications personnel. This will enable management to identify current trends and mistakes, and design policies and training programs to correct this mistakes/deficiencies.

What measures will be used to determine outcomes?:

The upcoming QA evaluation program will be incorporated in to the annual employee evaluation program. To evaluate the successfullness of this program, we will be looking to 1) reduces errors, 2) reduce complaints and 3) increase QA and employee evaluation scores over the next several years.

How will data be collected and how will evaluations be conducted?:

Data will be collected and evaluations will be conducted using a newly developed employee evaluation form. The results of the evaluations will be numerical, and all numerical data will be entered in to a database. This database will all management to identify trends, graph progress, etc.

How will data be presented?:

The data obtained will be presented in a variety of graphs, reports, etc. These will be developed in conjunction with the database creation, as well as the refinement of the new employee evaluation program. The database will be a Microsoft Access database, which will enable the creation of new reports, graphs, etc. on the fly.

Attachments

Signed PA# 120707-C13390-2_122007.pdf
VPI Quote + Install Cost.htm
Commonwealth Attorney Letter.pdf
County Administrator Letter.pdf

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THOMAS E. HARRIS
COUNTY ADMINISTRATOR

16360 Dunn Street, Suite 101
Post Office Box A
Amelia Court House, Virginia 23002

Telephone: (804) 561-3039
Facsimile: (804) 561-6039

December 19, 2007

Received

DEC 19 2007

Amelia County Sheriff's Office

TO: Sheriff Jimmy E. Weaver

FROM: Thomas E. Harris

A handwritten signature in black ink, appearing to read "THARRIS", is written over the name "Thomas E. Harris" in the "FROM:" field.

SUBJ: VOICE RECORDING SYSTEM

Your request to purchase the Voice Recording System from Voice Point International, Inc. has been approved via an emergency purchase due to the system being inoperable since December 7, 2007. The purchase of this equipment will be charged to your budget and a supplemental appropriation will be requested from the Board of Supervisors when the invoice(s) has been received after the installation. Please find attached a copy of the quote from Voice Point in the amount of \$9,474 with my signature. May I suggest that you, as Sheriff and Department Head, sign the Purchase Agreement. Once you have signed the agreement an/or purchase document, please forward a copy to Norma Duty.

Thank you for your assistance and cooperation.

TEH/nd

Attachment

CC: Norma Duty

MISSION OF THE BOARD OF SUPERVISORS

To provide open responsive leadership for the County of Amelia and improve the quality of life for all the citizens.

VPI Purchase Agreement

THE POWER TO BE PROACTIVE

Voice Print International, Inc. 160 Camino Ruiz, Camarillo, CA 93012 Phone: 800.200-5430 Fax: 805.389.5202 Email: Sales@VPI-Corp.com

Purchase Agreement: 120707-C13390-2

Customer: Amelia County Sheriffs Office
Contact: R. Jason Malloy
Phone: (804)561-2118
Job Location: 16441 Court House
 Amelia Court House, VA 23002
Country: USA

Source: Direct
Sales Rep: Christine Barbee
Installer: VPI
Date: 12/7/2007

VPI Software:

Qty	Part Number	Description	Unit Price	Total Price	Extended
VPI Software LIST:					\$0

Software Credits / Incentives:

Qty	Part Number	Description	Unit Price	Credit / Incentive LIST	Extended Credit / Incentive
16	VP-AVSW-PS	Activl Voice Recording License - Public Sector. Per Activated Channel.	\$370	\$5,920	(\$592)
1	VP-PP	Perishable Pin Feature. Per Dedicated Analog Channel	\$50	\$50	(\$5)
1	VP-RP	Remote Playback Feature. Per Dedicated Analog Channel	\$50	\$50	(\$5)
1	VP-PSAP	Public Safety Enhanced Feature Set Package	\$2,500	\$2,500	(\$250)
10% Credit / Incentive:					(\$852)
VPI software net of credits / incentives:					(\$852)
30% Discount applied against VPI software:					\$256
VPI software SUBTOTAL:					(\$596)

Hardware & 3rd Party Software:

Qty	Part Number	Description	Unit Price	Total Price	Extended
1	VP-TWR-RAID1	Alliance Tower Chassis - Win2003 Server (Raid 1: Dual 250GB SATA Drives), DVD Archiving Drive	\$3,430	\$3,430	\$3,430
1	VP-PERIPHERALS	Monitor, Keyboard, Mouse and Speakers Package	\$440	\$440	\$440
1	VP-Analog-16	16 Port Analog Interface Card.	\$1,620	\$1,620	\$1,620
Hardware (Includes 12 months of Priority Replacement warranty) SUBTOTAL:					\$5,490

Implementation and Training Services:

Installation:	\$2,640
2 days on site Fixed bid travel & expenses:	\$1,500
Shipping & production services:	\$440
Professional Services SUBTOTAL:	\$4,580
*TOTAL PRODUCT & SERVICES:	\$9,474

Additional Notes:

Phone support will be provided to install the system on an emergency basis at \$250 per hour / as required. VPI Installer will then (at date to be determined) arrive and transfer existing data from original system and provide training on new applications and search/playback client.
 Upgrade existing system - New Alliance tower server with redundant 250 GB HD , power supplies and fans (hot swap) Priority v3.0 includes Incident Recreation. Transfer PSAP Package Inc. ANI/ALI, Caller ID, site License for Activl Recall and Live Monitor over LAN, Transfer Perishable PIN and Remote Playback. Standard training for PSAP.

***Footnotes:**

All prices are valid for 90 days from date of this agreement
 Price does not include applicable taxes. Customer will be invoiced separately for these costs.
 If reseller does not have a reseller's certificate for state in which system is to be shipped, taxes may apply. Taxes vary from state to state and will be invoiced to reseller accordingly.
 Services are exclusive of travel and associated expenses.
 VPI will invoice applicable travel expenses at cost. Not to exceed \$1,200 for the 1st day and \$300 each additional day per person (US Only).
 All shipments are shipped standard delivery. If express shipment is required, customer will be invoiced additional costs.
 All services take place during normal business hours, unless otherwise noted.
 This information is confidential and proprietary to VPI Corporation, is intended for review and use by the named customer/prospect only and is not to be shared with any third parties without VPI's prior written consent



Voice Print International, Inc. 160 Camino Ruiz, Camarillo, CA 93012 Phone: 800.200-5430 Fax: 805.389.5202 Email: Sales@VPI-Corp.com

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Purchase Agreement#: 120707-C13390-2

Terms of Payment - Subject to Credit Approval

100% Due Net 30 from Installation

For your convenience, payment can also be made by Visa, MasterCard, or Wire Transfer. Call for details.

Sales/Use Taxes, Excise Taxes, Value Added Taxes (VAT), fees, and other assessments imposed by international authorities, federal, state, or local municipalities (each constituting an 'Authority') where CUSTOMER's installation site is situated are the sole responsibility of CUSTOMER. CUSTOMER agrees that if any such tax, fee, or assessment is not invoiced and/or collected by SELLER, and such tax, fee, or assessment is not paid to the appropriate Authority by CUSTOMER, and the Authority, at some future date, for any reason, requests that such tax, fee, or assessment be paid by SELLER, CUSTOMER will be liable to Voice Print for the amount of such tax, fee, or assessment.

NOTE: Shipping and Installation fees include estimated shipping and travel charges to customer's site within a 1-hour drive of a major airport. If outside of this geographic area, additional charges will apply, and customer agrees to pay actual costs of same upon receipt of invoice with backup. All equipment is the sole property of Voice Print International, Inc. until paid in full. Customer or the Customer's Leasing Company agrees to all payment terms. Late payments will accumulate a 1.5% late fee per month.

The Purchase Terms and Conditions and the Exhibit "A" attached hereto are incorporated herein by reference.

As a convenience to our Customer, VPI will accept Customer's Purchase Order(s) for additional hardware, software and/or services for the system(s) procured under this Purchase Agreement with its attendant Purchase Terms and Conditions-Customer will not need to execute a new VPI Purchase Agreement.

CUSTOMER:

Amelia County Sheriffs Office

Purchase Agreement Agreed and Accepted By Authorized Person Including Terms and Conditions, and Exhibit "A" Outlined on following pages of this Purchase Agreement

Signature: [Handwritten Signature]
Print Name: JIMMY E. WEAVER
Title: SHERIFF
Date: 12/20/07

SELLER:

Voice Print International, Inc.

Signature: [Handwritten Signature]
Print Name: Lisa Jordheim
Title: National Sales Mgr
Date: 12/20/07



Voice Print International, Inc. 100 Camino Ruiz, Camarillo, CA 93012 Phone: 800.200.5430 Fax: 805.389.5202 Email: Sales@VPI-Corp.com

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Purchase Terms and Conditions

1. **NON-DISCLOSURE:** Each party acknowledges and agrees that in providing or using the goods purchased, they may disclose to each other certain confidential proprietary, trade secret information ("confidential information") including, but not limited to, the product, computer programs, flowcharts, diagrams, manual, schematics, specifications, marketing information, financial information or business plans. During the term of this agreement and for a period in perpetuity thereafter, the parties agree that they will not, without the express written consent of the other party, disclose any confidential information or any part thereof to any third party, except to the extent that such confidential information (a) is or becomes generally available to the public through no-fault of the parties; (b) is lawfully received by either party from a third party without limitation as to its use; or (c) is required to be disclosed by a governmental agency or law.
2. **NON-DUPLICATION OR TAMPERING:** BUYER agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, de-compile or otherwise tamper with the product or any firmware, circuit board or software provided therewith. SUCH TAMPERING WILL VOID WARRANTY.
3. **BUYER'S OBLIGATIONS.** BUYER acknowledges that it must complete and return a true and correct SITE SURVEY sheet (with shipping information confirmation) to SELLER's Technical Operations Department and meet deposit requirements (if any) stated on the face of this Purchase Agreement before installation will be scheduled. SELLER requires a minimum of four (4) week's advance notice to schedule site installations. If BUYER requests expedited installation, premium installation charges will apply and BUYER hereby agrees to remit same upon receipt of SELLER's invoice. If BUYER delays installation more than ninety (90) days from date hereof, BUYER agrees to pay additional installation charges, if required, to cover costs at prevailing rates. Should BUYER's site not be ready when SELLER's technician arrives for the scheduled installation, BUYER agrees to reimburse SELLER for the additional travel expenses to cover the extended stay, or if the SELLER technician determines that the work cannot proceed at that time, BUYER agrees to pay an additional installation fee for SELLER's technician to return to the site. If BUYER cancels this Purchase Agreement more than three (3) calendar days after the date of execution, BUYER agrees to pay SELLER upon demand a 35% cancellation fee for engineering and restocking.
4. **BUYER'S OBLIGATION-TECHNICAL:** BUYER will provide a dedicated analog line for remote system access and technical support, and a static free environment for the SELLER equipment. BUYER will also provide a properly grounded electrical outlet and will provide a UPS system to protect the electrical circuit providing power to the SELLER equipment. FAILURE TO PROVIDE THIS UPS SYSTEM WILL VOID THE LIMITED WARRANTY. BUYER shall not move or relocate the equipment without the express written permission of SELLER, which will not be unreasonably withheld; to do so will VOID ANY WARRANTY the system may be under at the time. BUYER must install and keep current a SELLER-approved Anti-Virus software program. If BUYER does not install and keep current an Anti-Virus program and as a result experiences system problems that are determined by BUYER or SELLER's technician(s) to have been caused by a virus, BUYER will be charged for the SELLER technician's time and travel/living expenses, if any, incurred in resolution of the problem(s) at SELLER's then current rates. To minimize any recorder downtime due to an inability of BUYER to know immediately of the failure of a recording server, BUYER is strongly advised to employ a monitoring system (i.e., HP Open View, NMS, Tivoli, or SELLER'S Remote Monitoring Solution, etc.) to continually monitor the status of recording servers. If BUYER changes or fails to properly maintain the environment in which the SELLER equipment is installed and SELLER'S equipment is adversely affected by such change or failure to properly maintain the environment, BUYER will be charged for the SELLER'S technician's time and travel/living expenses, if any, incurred in resolution of the problem(s) at SELLER'S then current rates. Similarly, if BUYER changes the environment in which SELLER'S equipment is to operate after BUYER'S acceptance of a Site Survey and/or after installation of the hardware and/or software, SELLER'S corrective actions shall be considered outside the scope of support and maintenance and BUYER will be charged for any of SELLER'S expenses incurred to adapt the equipment, including software, to the changed environmental conditions. Environmental condition changes include, but are not limited to, changes in BUYER'S telephone equipment, including PBXs, and network configurations.
5. **TELEPHONE SYSTEM VARIANTS:** SELLER cannot guarantee the suitability of the variant of logger patches for BUYER'S telephone system prior to the first installation, since the manufacturer does not guarantee performance of different variants of logger patches in connection with different telephone systems. SELLER will quote and sell the least expensive variant. Buyer agrees that if replacement for the different variant is REQUIRED by BUYER'S telephone system, SELLER will exchange the units and charge BUYER for the difference in price at the prevailing rate. SELLER system will be connected to BUYER'S existing telephone infrastructure; SELLER is not responsible for noise on phone lines, audio problems and hot microphone sounds coming from BUYER'S existing telephone system.
6. **ADDITIONAL REQUIRED EQUIPMENT:** Due to the complexity, lack of documentation and on-site support of some phone systems, additional digital / analog interface devices may be required and are not included in this contract unless specified in writing on the front page of contract.
7. **OWNERSHIP, PAYMENTS:** All equipment in this Purchase Agreement remains the PROPERTY of SELLER until paid in full. SELLER retains ownership of SELLER Software. BUYER hereby agrees that payment terms are 100% of purchase price to be paid net 30 from installation. SELLER shall be entitled to recover all costs and expenses including reasonable attorney fees associated with the process of collections with regard to past due accounts. SELLER is entitled to interest for past due amounts owed to SELLER at the rate of 1.5% per month, but not greater than the highest rates permitted by law. SELLER payment terms shall commence upon completion of the work performed, unless stipulated in writing by the parties. Sales/Use Taxes, Excise Taxes, Value Added Taxes (VAT), fees, and other assessments imposed by international authorities, federal, state, or local municipalities (each constituting an "Authority") where BUYER's installation site is situated are the sole responsibility of BUYER. BUYER agrees that if any such tax, fee, or assessment is not invoiced and/or collected by SELLER, and such tax, fee, or assessment is not paid to the appropriate Authority by BUYER, and the Authority, at some future date, for any reason, requests that such tax, fee, or assessment be paid by SELLER, BUYER will be liable to SELLER for the amount of such tax, fee, or assessment.
8. **SOFTWARE; USE OF SOFTWARE PRODUCT:** All software is covered by the Software License Agreement (SLA) attached hereto as Exhibit "A," the terms of which are incorporated herein by reference as though fully set forth. SELLER Software is licensed, not sold. SELLER makes no representation or warranty, express or implied, that the use of the product and software will not violate any federal, state or local law pertaining directly or indirectly to the recording of telephone calls; BUYER (Licensee) is solely responsible for compliance with all such laws and regulations.
9. **SHIPPING AND BILLING:** SELLER shall, at the BUYER'S direction, ship to BUYER'S location specified on the Purchase Agreement or such other address directed by BUYER in writing. BUYER will be responsible for Shipping, Handling, and Insurance costs, and all export fees, customs fees, Value Added Taxes (VAT), if any, associated with delivery of the items purchased, whether or not such costs and/or fees are known or ascertainable at the time of shipment; all such costs and fees shall be due and payable upon receipt of invoice by BUYER. If actual shipping charges exceed those on the face of this Purchase Agreement through no fault of SELLER, BUYER agrees to reimburse SELLER the difference upon demand. Shipment of all PRODUCTS sold to BUYER hereunder shall be made F.O.B. SELLER'S warehouse(s) or F.O.B. Port of Entry, whichever is applicable in accordance with SELLER'S prevailing policies for various types of products. All shipments will reflect freight charges prepaid and added to the invoice. BUYER agrees to cooperate with SELLER in the assertion of claims against carriers for loss or damage to PRODUCTS. Invoices, statements and notices will be remitted to the address designated by BUYER.


VPI Purchase Agreement

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Voice Print International, Inc. 160 Camino Ruiz, Camarillo, CA 93012 Phone: 800.200-5430 Fax: 805.389.5202 Email: Sales@VPI-Corp.com

- 10. DATE OF DELIVERY:** Delivery is defined, as the date equipment is received at BUYER facility. If BUYER refuses equipment and payment, BUYER will be billed for shipping charges and expenses and agrees to pay the same. SELLER will notify BUYER in advance via telephone, email and/or facsimile, of the date of delivery and COD charges (if applicable), which BUYER has agreed upon by the execution of this contract.
- 11. DATE OF INSTALLATION:** As the term is used herein, the installation date shall be that date upon which the SELLER equipment is installed, functioning, and providing the basic service as outlined in SELLER'S documentation. If any third-party computer hardware provided by SELLER under this Purchase Agreement should fail, SELLER shall not be responsible for reasonable delays caused by such failures and BUYER agrees to make progress payment(s) toward the balance due SELLER at installation in amount(s) as mutually agreed between the parties. This Purchase Agreement excludes physical installation of the equipment unless specified in the contract.
- 12. TRAINING:** BUYER FULLY UNDERSTANDS the features and functions of the purchased system. If BUYER elects installation and training as noted on the Purchase Agreement, BUYER will receive documentation and one training session on the install date. After this initial onsite training, SELLER will provide additional telephone training and support at prevailing hourly rates upon request unless BUYER has purchased the Gold Service warranty. If installation is not included in this Purchase Agreement, SELLER will provide up to one (1) hour of technical support via telephone to assist BUYER with installation, upon request. SELLER is not responsible for any CO line, telephone instrument, telephone company line, in-house wiring or wiring problems that are not related to the SELLER'S recorder.
- 13. WARRANTY & SERVICE:** This purchase agreement includes a one (1) year limited warranty that all SELLER products are of good workmanship and materials, and are free from defects. If stated on the Purchase Agreement, SELLER will provide BUYER with extended maintenance service as more fully described in the document entitled "Gold Service Contract," the terms of which are incorporated herein as though fully set forth, unless BUYER elects to self-install the purchased hardware products, in which instance BUYER will receive Software Level Services only, or services as otherwise designated on this Purchase Agreement. If BUYER is a dealer, maintenance service is limited to telephone support only, unless specifically noted on the face of the Purchase Agreement. All warranties provided hereunder are nontransferable and may not be assigned without the prior written consent of SELLER.
- 14. EXTENDED MAINTENANCE WARRANTY:** Within thirty (30) days of the expiration of the initial warranty period, BUYER may purchase an extended maintenance service contract renewable on a yearly basis by notifying SELLER in writing, unless BUYER has previously purchased the same upon invitation of SELLER. All other support will be at SELLER'S prevailing rates.
- 15.** If BUYER changes the environment in which SELLER'S equipment is to operate after BUYER'S acceptance of a Site Survey and/or after installation of the hardware and/or software, SELLER'S corrective actions shall be considered outside the scope of support and maintenance and BUYER will be charged for any of SELLER'S expenses incurred to adapt the equipment, including software, to the changed environmental conditions. Environmental condition changes include, but are not limited to, changes in BUYER'S telephone equipment, including PBXs, and network configurations.
- 16. THE EXPRESS WARRANTY PROVIDED IN SECTIONS 13 AND 14 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY SELLER. SELLER MAKES AND BUYER RECEIVES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED.**
- 17. NOTICE:** BUYER shall give written notice to SELLER via certified mail within 30 days of installation of the equipment purchased herein, regarding any problems with the equipment. Absent such notice the parties agree that the Purchase Agreement is completed and accepted. Subsequent additions or changes, or those outside warranty, will be subject to additional charges. BUYER must indicate in writing to SELLER if they have any service requests that are not addressed in a prompt and professional manner.
- 18. LIABILITY DISCLAIMER-GENERAL:** BUYER AGREES THAT SELLER IS NOT RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF ANY MONIES DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF BUYER'S INABILITY TO USE THE EQUIPMENT, SYSTEM, SOFTWARE OR ANY PART THEREOF FOR ANY REASON, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURE, FAILURE OF NETWORK ATTACHED STORAGE SYSTEMS, AND BUYER'S FAILURE TO PROPERLY AND ADEQUATELY BACK UP BUYER'S RECORDED DATA, IN ANY FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. FURTHER, BUYER HEREBY RELEASES SELLER FROM ANY AND ALL LIABILITY WITH RESPECT TO BUYER'S USE OF ANY OF SELLER'S APPLICATIONS IN CONJUNCTION WITH INSECURE TRANSMISSION MEDIA SUCH AS THE INTERNET, AND BUYER AGREES THAT IN NO EVENT SHALL SELLER BE LIABLE UNDER THE LAW OF TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCURRED BY BUYER OR BUYER'S THIRD PARTY CLIENTS, INCLUDING WITHOUT LIMITATION, DAMAGES FOR UNAUTHORIZED ACCESS BY THIRD PARTIES TO OR LOSS OF CONFIDENTIALITY OF PERSONAL OR BUSINESS INFORMATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF BUSINESS PROFITS, LOSS OF SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE, HOWEVER CAUSED, ARISING OUT OF ANY USE OF SELLER'S APPLICATIONS BY BUYER IN ANY MODE UTILIZING ANY INSECURE TRANSMISSION MEDIUM, INCLUDING THE INTERNET, OR BUYER'S INABILITY TO USE SUCH APPLICATIONS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER STRONGLY SUGGESTS THAT BUYER TAKE THE FOLLOWING PRECAUTIONS AT A MINIMUM: (A) ENABLE SECURE SERVER VIA SSL, (B) ENFORCE STRONG PASSWORDS, AND (C) ENABLE IP FILTERING AT THE FIREWALL.
- 19. FORCE MAJEURE:** Neither party shall be deemed to be in default of this Purchase Agreement based upon delay, failure in performance, loss or damage due to any of the following conditions: fire, strike, embargo, explosion, power outage or black-out, earthquake, nuclear accident, flood, war, water, labor disputes, civil disturbance, government requirement, civil or military authority, acts of God, or public enemy, or any other causes beyond either party's reasonable control.
- 20. DISPUTE RESOLUTION:** If claims, controversies or disputes of any kind or nature arise between the parties, their agents, employees, officers, directors or affiliated agents ("Dispute") and such Dispute cannot be settled through negotiation, the parties agree to attempt to settle the Dispute through nonbinding mediation under the Commercial Mediation Rules of the American Arbitration Association. If the parties cannot settle the matter through mediation, then any Dispute may be resolved by arbitration as provided by the laws of the State of California. In event of any conflict between the laws of the State of California and Federal law, Federal law shall govern. Arbitration proceedings, if any, shall be conducted in Ventura County, California. Notwithstanding the foregoing, SELLER may, at its discretion, seek remedies via Small Claims Court.
- 21. GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the state of California. Any action brought in connection with this Agreement shall be brought in the courts of Ventura County, California and the BUYER hereby irrevocably consents to the jurisdiction of such courts.
- 22. ENTIRE AGREEMENT:** This Purchase Agreement, the attached Exhibit "A," and the attached **Statement of Work**, if any, which is incorporated by reference as though fully set forth herein, supersedes any other agreements whether oral or written, between BUYER and SELLER, with respect to the subject matter of the Purchase Agreement, and BUYER acknowledges that no representations, inducements or promises have been made other than those contained herein. Any attached Customer Requirements Document ("CRD") is intended solely to set forth Customer's desired functionality or appearance of one or more versions of SELLER's current software applications. Nothing in a CRD shall be construed to constitute a binding legal obligation of SELLER. A CRD may culminate in a Statement Of Work ("SOW"), which when executed by BUYER and SELLER will constitute the only agreement between BUYER and SELLER regarding any requested change(s) in functionality or appearance of SELLER's software applications.



Voice Print International, Inc. 160 Camino Ruiz, Camarillo, CA 93012 Phone: 800.200-5430 Fax: 805.389.5202 Email: Sales@VPI-Corp.com

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Exhibit "A"

Software License Agreement

This Software License Agreement ("Agreement") constitutes a legal agreement between You and Voice Print International Inc. ("VPI"), for the SOFTWARE PRODUCTS provided to You by VPI, which includes all computer software and associated media and printed materials, and may include "online" or electronic documentation ("SOFTWARE PRODUCTS"). As used herein, the terms "You" or "Yours" refers to the legal business entity on whose behalf this Agreement was executed and that entities' officers, directors, employees, agents and other representatives. By installing, copying, or otherwise using the SOFTWARE PRODUCT, You agree to be bound by the terms of this Agreement.

SOFTWARE PRODUCTS are licensed, not sold, and no ownership rights in the SOFTWARE PRODUCTS are transferred to You as a result of this Agreement.

1. GRANT OF LICENSE. This EULA grants You the following rights:

1.1 RIGHT TO USE. So long as there remains no default of any provisions of this SOFTWARE LICENSE AGREEMENT, this Agreement grants to You a non-exclusive, non-expiring (perpetual), non-transferable, non-assignable right to use the SOFTWARE PRODUCTS on computer systems authorized by VPI. You are not authorized to make or distribute copies to third parties. You may not rent, lease, or lend the SOFTWARE PRODUCTS to third parties.

1.2 INSTALLATION AND USE. You may install the enclosed SOFTWARE PRODUCT on any client system or server authorized by VPI in the normal course of Your business, for which You have been assigned an Activation Key. A SOFTWARE PRODUCT licensed from VPI for use on a parallel voice data logger for redundancy purposes ("Parallel Server"), for which You have been assigned a separate Activation Key, may be used on such Parallel Server, provided, that the total number of channels being logged at any one time by the Primary and Parallel Servers do not exceed the number of channels licensed for use with the Primary Server(s).

1.3 BACKUP COPIES. You may make copies of the SOFTWARE PRODUCTS for backup and recovery purposes for all computers on which You are authorized to use the SOFTWARE PRODUCTS, provided that You include on all such copies all copyright and other proprietary notices or legends included with the software when provided to You.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

2.1 LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION, AND DISASSEMBLY. You may not reverse engineer, decompile, disassemble the SOFTWARE PRODUCTS, or otherwise attempt to derive source code from provided SOFTWARE PRODUCTS.

2.2 TERMINATION. Without prejudice to any other rights, VPI may terminate this Agreement if You fail to comply with any of its terms and conditions. Upon any such termination, You agree to return to VPI all copies of the VPI-provided SOFTWARE PRODUCTS or certify to VPI that all such SOFTWARE PRODUCTS have been destroyed.

3. COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCTS and any copies thereof are owned by VPI or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCTS are the property of the respective content owner and are protected by applicable copyright or other intellectual property laws and treaties.

4. U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE PRODUCTS and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.

5. EXPORT RESTRICTIONS. You agree that You will not export or re-export the SOFTWARE PRODUCTS to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, and Syria. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Your export privileges.

6. NON-VPI APPLICATION SUPPORT. The SOFTWARE PRODUCTS may contain support for programs written and provided by third parties. Non-VPI application support is not fault tolerant and is not designed, manufactured, or intended for use for environments requiring fail-safe performance. VPI neither supports nor warrants third party connectivity.

7. LIMITED WARRANTY. VPI WARRANTS THAT VPI-PROVIDED SOFTWARE PRODUCTS WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE ACCOMPANYING DOCUMENTATION FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF DELIVERY. THE FOREGOING IS THE ONLY WARRANTY MADE BY VPI. VPI MAKES AND YOU RECEIVE NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND FOR NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL VPI BE LIABLE FOR ANY CLAIM OR LOSS INCURRED BY YOU, INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOST PROFITS, EXPENDITURES, LOSS OF GOODWILL, OR DAMAGES RESULTING FROM LOST DATA OR INABILITY TO USE DATA, IRRESPECTIVE OF


VPI Purchase Agreement

Voice Print International, Inc. 160 Camino Ruiz, Camarillo, CA 93012 Phone: 800.200-5430 Fax: 805.389.5202 Email: Sales@VPI-Corp.com

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WHETHER VPI HAS BEEN INFORMED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 5. THIS

LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY. NOR SHALL VPI BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST YOU BY ANY OTHER PERSON, ORGANIZATION OR ENTITY. VPI SHALL NOT BE LIABLE TO YOU BECAUSE OF ANY EXPIRATION, TERMINATION OR FAILURE TO RENEW OR EXTEND THIS AGREEMENT, FAILURE TO TIMELY DELIVER PRODUCT, OR ANY MALFUNCTION OF LICENSED PRODUCTS.

9. CONFIDENTIALITY OF THE SOFTWARE PRODUCTS. The SOFTWARE PRODUCTS, including all aspects thereof used or incorporated in Systems or Derivative Products, together with all materials and knowledge related thereto (the "Confidential Information"), are obtained by You, and Your employees, agents and representatives, in confidence and except as expressly permitted by this Agreement, shall not be used, duplicated or disclosed by any of them in any form for the use or benefit of any person or entity, nor reproduced, transcribed, imitated or simulated in whole or in part, except in accordance with this Agreement. You may disclose relevant aspects of the Confidential Information to Your employees, agents or representatives with a need to know who have been advised of and bound by the confidentiality provisions of this Agreement. You shall take all other reasonable steps to maintain the confidentiality of the Confidential Information and to protect the Confidential Information from misappropriation or misuse. Although copyrighted, some items of the SOFTWARE PRODUCTS may be unpublished, but containing proprietary and confidential information of the owners and are therefore considered to constitute valuable trade secrets.

9.1 DUTY TO ASSIST. You shall notify VPI immediately if You learn of any misappropriation of the Confidential Information or use of the SOFTWARE PRODUCTS by anyone in a manner not expressly authorized by this Software License Agreement, and shall reasonably cooperate with any efforts by VPI to prevent any misappropriation or misuse of the Confidential Information or SOFTWARE PRODUCTS. In the event of any violation or suspected violation of any provision of this Article 9, You shall immediately notify VPI and shall reasonably assist VPI in VPI's enforcement of the provisions of this Agreement against any of Your current or former employees, agents or representatives.

9.2 DISCLOSURE OF CONFIDENTIAL INFORMATION. You will not disclose any portion of the Confidential Information to any third party without the prior written consent of VPI. You further covenant not to disclose such information on behalf of Yourself, Your officers, directors, agents, employees or affiliates. You further agree that You will not disclose the Information to any third party without the prior written consent of VPI, even if such third party is under similar restrictions on disclosure.

9.3 DEGREE OF CONFIDENTIALITY. You agree to use the same degree of care to protect the confidentiality of the Confidential Information as You use to protect Your own confidential and proprietary information (which You do not wish to have published or disseminated). However, in no event shall You use less than a reasonable degree of care to protect the Confidential Information. You further agree to limit access to such Confidential Information to Your employees who have a need to know of Confidential Information.

9.4 LEGAL ACTION. If You are confronted with legal action to disclose Confidential Information received under this Agreement, You shall promptly notify VPI. You agree to reasonably assist VPI in obtaining a protective order from the Court or governmental body requiring that any portion of the Confidential Information required to be disclosed be used only for the purpose for which a court issues an order, or for such other purposes as required by law. Each party shall bear its own legal expenses.

10. VPI INDEMNIFICATION. VPI, at its expense, will defend any action brought against Partner and/or Partner's End User to the extent that it is based on a claim that any VPI Software or Marks infringes any United States patent, copyright, or trademark of a third party provided that VPI is notified in writing of the existence of such claim within ten days of Partner's first learning of the same, VPI is given full authority to control the defense, costs and settlement of the claim, and VPI receives reasonable cooperation and assistance from Partner and/or Partner's End User. VPI will pay all damages and costs finally awarded against and incurred by Partner and/or Partner's End User in such action.

10.1 CONTINUING USE. In the event a VPI Software product becomes, or in VPI's opinion is likely to become, the subject of a claim of infringement by a third party, VPI will notify Partner or Partner's

End User and Partner or Partner's End User will immediately cease all marketing, delivery and/or use of the infringing VPI Software. In such cases, VPI may, at its sole option and expense, either: (i) substitute a functionally equivalent non-infringing unit of the VPI Software; (ii) modify the infringing VPI Software so that it no longer infringes but remains functionally equivalent; (iii) obtain for Partner and/or Partner's End Users, at VPI's expense, the right to continue use of such VPI Software; or (iv) refund a pro-rated portion of the purchase price for such infringing VPI Software, using a three year straight line depreciation model.

10.2 EXCLUSIONS. Such intellectual property infringement indemnification will not apply to VPI Software to the extent such claim arises from any combination of the VPI Software with another product not supplied by VPI, or a use of the VPI Software for a purpose for which it was not designed or a modification of the VPI Software by any party other than VPI. VPI has no obligation under this Section if Partner is in breach of this Agreement or any other Agreement with VPI.

11. TITLES AND HEADINGS. Titles and headings are inserted into this Agreement for reference purposes only and shall not be used to interpret the Agreement.

12. MISCELLANEOUS. This Software License Agreement is governed by the laws of the State of California, United States of America and You hereby agree that jurisdiction and venue for any action or claim under this Agreement shall be in the State Courts of Ventura County, California or the federal courts sitting in and for Los Angeles County, California.

COMMONWEALTH OF VIRGINIA



LEE R. HARRISON
COMMONWEALTH'S ATTORNEY

Phone: (804) 561-3302
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OFFICE OF THE COMMONWEALTH'S ATTORNEY
AMELIA COUNTY
POST OFFICE BOX 169
9127 WASHINGTON STREET
AMELIA, VIRGINIA 23002

December 19, 2007

Amelia County Board of Supervisors
Attn: Mr. Tom Harris
16360 Dunn St. Suite 101
Amelia VA 23002

Dear Sirs,

I am writing to support the emergency replacement of the digital recording system which is located in the office of the Sheriff. The system records incoming requests for service and the resulting actions taken. The system is utilized to benefit all agencies that respond to requests, in the county.

If an agency, or the county, is called on to defend their actions, the recording may be invaluable in defending the response provided. If a question is raised, in a criminal case, the actions of the officers involved can be verified.

At this time, myself and Sheriff Weaver do not have funds in our operating budget to make this purchase. We consider this item a necessity and request that the county fund the purchase.

Sincerely,

A handwritten signature in black ink, appearing to read "Lee R. Harrison".

Lee R. Harrison
Commonwealth's Attorney

Cc: Jimmy E. Weaver

From: Christine Barbee [CBarbee@vpi-corp.com]

Sent: Tuesday, December 18, 2007 4:32 PM

To: rjmalloy@tds.net

Subject: VPI Install

Jason, as we discussed the Purchase Agreement indicates that we will provide phone support for install on an emergency basis at \$250 per hour. With your experience with the current VPI, I do expect that phone support will be two hours or less.

This will be in addition to the \$9474 that is quoted in the Purchase Agreement, or a total \$9974.

If I can be of additional assistance, please let me know.

Christine Barbee

Public Sector - Emergency Market Eastern Region

Voice Print International, Inc.



Tel 1.800.200.5430 x8060

Cell 1.217.741.1928

Fax 1.217.632.7764

Email CBarbee@VPI-corp.com

Web www.VPI-corp.com

The information transmitted in this message is intended only for the addressee and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete this material from any computer.