



## The City of Lee's Summit

### Final Agenda

### Finance and Budget Committee

Monday, August 20, 2018

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

\*\*\*SPECIAL MEETING\*\*\*

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Call to Order

Roll Call

1. Approval of Agenda

2. Public Comments

3. **Business**

A. [2018-2230](#) Minutes from 8-6-18 F&BC Meeting

B. [TMP-0998](#) An Ordinance approving the purchase of the Zuercher Computer Aided Dispatch/Records Management System (CAD/RMS), and mobile platform from Zuercher Technologies LLC for an amount not to exceed \$504,000.00 and authorizing the City Manager to execute the same by and on behalf of the City.

***Presenter:*** Travis Forbes, Chief of Police  
Steve Marsh, Chief Technology Officer

C. [TMP-0960](#) An Ordinance approving amendment No. 1 to the Budget for the fiscal year ending June 30, 2019, as adopted by ordinance No. 8405, by revising the authorized expenditures for the City of Lee's Summit to fund expansion requests. (F&BC 8-6-18)

***Presenter:*** Nick Edwards | Assistant City Manager

4. Roundtable

5. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

## Packet Information

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**File #:** 2018-2230, **Version:** 1

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Minutes from 8-6-18 F&BC Meeting

**The City of Lee's Summit**  
**Action Letter**  
**Finance and Budget Committee**

Monday, August 6, 2018

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. Call to Order
2. Roll Call

**Councilmember Binney was not present as an alternate was not needed.**

**Present:** 4 - Councilmember Phyllis Edson  
Chairperson Bob Johnson  
Councilmember Trish Carlyle  
Vice Chair Beto Lopez

**Absent:** 1 - Alternate Rob Binney

3. Approval of Agenda

**Motion by Councilmember Carlyle, seconded by Councilmember Lopez, the agenda was approved.**

**Aye:** 4 - Councilmember Edson  
Chairperson Johnson  
Councilmember Carlyle  
Vice Chair Lopez

**Absent:** 1 - Alternate Binney

4. Public Comments

**No Public Comments**

5. Items for Discussion

- A. [2018-2167](#) Minutes from 7-2-18 F&BC Meeting

**Motion by Councilmember Carlyle, seconded by Councilmember Edson, the minutes were approved.**

**Aye:** 4 - Councilmember Edson  
Chairperson Johnson  
Councilmember Carlyle  
Vice Chair Lopez

**Absent:** 1 - Alternate Binney

Finance and Budget Committee

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B. [2018-2188](#) Overtime Miscalculation (F&BC 8-6-18)

**Presenter:** Bette Wordelman, Deputy Finance Director

**Bette Wordelman presented the item to the Committee. Presentation Only, No action needed.**

C. [BILL NO. 18-121](#) An ordinance approving an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Junior College District of Metropolitan Kansas City, Missouri for the purchase and sale of the Longview Recreation Center and authorizing the Mayor to execute the same by and on behalf of the City. (F&BC 8-6-18)

**Recommendation:** Recommendation: Staff recommends approval of an Ordinance approving an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Junior College District of Metropolitan Kansas City, Missouri for the purchase and sale of the Longview Recreation Center and authorizing the Mayor to execute the same by and on behalf of the City.

**Presenter:** Joe Snook, Administrator of Lee's Summit Parks and Recreation

**Motion by Councilmember Carlyle, seconded by Councilmember Lopez this ordinance was recommended for approval to the City Council - Regular Session due back on 8/9/2018. The vote was unanimous.**

**Aye:** 4 - Councilmember Edson  
Chairperson Johnson  
Councilmember Carlyle  
Vice Chair Lopez

**Absent:** 1 - Alternate Binney

D. [BILL NO. 18-122](#) An ordinance approving an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Junior College District of Metropolitan Kansas City, Missouri for the Use and Operations of the Longview Community Center and authorizing the Mayor to execute the same by and on behalf of the City. (F&BC 8-6-18)

**Recommendation:** Recommendation: Staff recommends approval of an Ordinance approving an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Junior College District of Metropolitan Kansas City, Missouri for the Use and Operations of the Longview Community Center and authorizing the Mayor to execute the same by and on behalf of the City.

**Presenter:** Joe Snook, Administrator of Lee's Summit Parks and Recreation

**Motion by Councilmember Lopez, seconded by Councilmember Edson this Ordinance was recommended for approval to the City Council - Regular Session due back on 8/9/2018. The vote was unanimous.**

**Aye:** 4 - Councilmember Edson  
Chairperson Johnson  
Councilmember Carlyle  
Vice Chair Lopez

**Absent:** 1 - Alternate Binney

Finance and Budget Committee

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- E. [BILL NO. 18-123](#) An Ordinance approving a Memorandum of Understanding by and between the Lee's Summit Parks and Recreation Board and the City of Lee's Summit, Missouri for the Inter-Fund Loan to finance the acquisition of the Longview Recreation Center by the Lee's Summit Parks and Recreation Board and approving Amendment No. 2 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, and authorizing the City Manager to take such actions as are necessary to implement the inter-fund loan terms approved herein subject to annual appropriations.  
(F&BC 8-6-18)

**Recommendation:** Recommendation: Staff recommends approval of an Ordinance approving a Memorandum of Understanding by and between the Lee's Summit Parks and Recreation Board and the City of Lee's Summit, Missouri for the Inter-Fund Loan to finance the acquisition of the Longview Recreation Center by the Lee's Summit Parks and Recreation Board and approving Amendment No. 11 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, and authorizing the City Manager to take such actions as are necessary to implement the inter-fund loan terms approved herein subject to annual appropriations.

**Presenter:** Joe Snook, Administrator of Lee's Summit Parks and Recreation

**Motion by Councilmember Carlyle seconded by Councilmember Lopez to amend Amendment 2 of this Ordinance to change the funding from the General Fund to Water Utility Fund. The vote was unanimous.**

**Motion by Councilmember Carlyle, seconded by Councilmember Edson this Ordinance was recommended as amended to full City Council - Regular Session due back on 8-9-18. The vote was unanimous.**

**Aye:** 4 - Councilmember Edson  
Chairperson Johnson  
Councilmember Carlyle  
Vice Chair Lopez

**Absent:** 1 - Alternate Binney

- F. [TMP-0962](#) An Ordinance Setting the Tax Levy for the Year 2018 for the City of Lee's Summit, Cass and Jackson Counties, Missouri (F&BC 8-6-18)

**Recommendation:** Recommendation: Staff recommends passage of An Ordinance setting the tax levy for the year 2018 for the City of Lee's Summit, Cass and Jackson Counties, Missouri.

**Presenter:** Conrad E. Lamb, Finance Director

**Motion by Councilmember Carlyle, seconded by Councilmember Lopez, this Ordinance was recommended for approval to the City Council - Regular Session due back on 9/20/2018. The vote was unanimous.**

**Aye:** 4 - Councilmember Edson  
Chairperson Johnson  
Councilmember Carlyle  
Vice Chair Lopez

**Absent:** 1 - Alternate Binney

Finance and Budget Committee

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- G. [TMP-0959](#) An Ordinance authorizing the execution of two intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including it's HealthNet Division to permit the city to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program. (F&BC 8-6-18)

**Recommendation:** Recommendation: Staff recommends AN ORDINANCE AUTHORIZING THE EXECUTION OF TWO INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI DEPARTMENT OF SOCIAL SERVICES INCLUDING ITS HEALTHNET DIVISION TO PERMIT THE CITY TO PARTICIPATE IN THE GROUND EMERGENCY MEDICAL TRANSPORTATION UNCOMPENSATED COST REIMBURSEMENT PROGRAM.

**Presenter:** Nancy Yendes, Chief Counsel of Infrastructure and Planning

**Motion by Councilmember Lopez, seconded by Councilmember Carlyle, this Ordinance was recommended for approval to the City Council - Regular Session due back on 8/23/2018. The vote was unanimous.**

**Aye:** 4 - Councilmember Edson  
Chairperson Johnson  
Councilmember Carlyle  
Vice Chair Lopez

**Absent:** 1 - Alternate Binney

- H. [TMP-0958](#) An Ordinance authorizing the award of RFP No. 2018-058 for citizens strategic planning professional services to Novak Consulting Group, INC. and authorizing the City Manager to enter into and execute said agreement for the same by and on behalf of the City in an amount not to exceed \$84,000.00. (F&BC 8-6-18)

**Presenter:** Stephen Arbo | City Manager

**By consensus, the Committee decided to send this to a work session in September with the full council.**

- I. [TMP-0960](#) An Ordinance approving amendment No. 1 to the Budget for the fiscal year ending June 30, 2019, as adopted by ordinance No. 8405, by revising the authorized expenditures for the City of Lee's Summit to fund expansion requests. (F&BC 8-6-18)

**Recommendation:** Recommendation: Staff recommends approval

**Presenter:** Nick Edwards | Assistant City Manager

**It was decided this Ordinance would be continued to a special Finance and Budget Committee meeting on August 20, 2018.**

## 6. Roundtable

### Adjournment

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## Packet Information

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**File #:** TMP-0998, **Version:** 2

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An Ordinance approving the purchase of the Zuercher Computer Aided Dispatch/Records Management System (CAD/RMS), and mobile platform from Zuercher Technologies LLC for an amount not to exceed \$504,000.00 and authorizing the City Manager to execute the same by and on behalf of the City.

Issue/Request:

An Ordinance approving the purchase of the Zuercher Computer Aided Dispatch/Records Management System (CAD/RMS), and mobile platform from Zuercher Technologies LLC for an amount not to exceed \$504,000.00 and authorizing the City Manager to execute the same by and on behalf of the City.

Key Issues:

The existing EmergiTech Computer Aided Dispatch/Records Management System (CAD/RMS) in use by the Police Department is no longer supported by the vendor of the software. This puts the City in a position of having a tool that will not be updated to support upcoming requirements imposed by the FBI and Microsoft. For example, the Systems will not be using a supported database after January of 2020, and will not be in compliance with the FBI mandated transition to NIBRS (National Incident-Based Reporting System) by January of 2021. The inability to further update the existing software hinders the Police Department's ability to develop new technology such as Automated Vehicle Locating (AVL). The existing software has also caused increasing problems because the important mobile component of the solution is provided by a different vendor, and does not have a seamless interoperability.

To acquire a solution, RFP #2018-078 was released. Four firms responded to the solicitation out of 366 that viewed the documents:

- Diversified Computer Systems Inc. of North Charleston
- Mark 43
- New World Systems
- Zuercher Technologies, LLC

Proposals were reviewed by a committee of six, including staff from the Police Department and Information Technology Services. After proposal review, and subsequent presentations and interviews, Zuercher was selected as the lowest and best bid.

Proposed Committee Motion:

I move to recommend to the City Council approval of An Ordinance approving the purchase of the Zuercher Computer Aided Dispatch/Records Management System (CAD/RMS), and mobile platform from Zuercher Technologies LLC for an amount not to exceed \$504,000.00 and authorizing the City Manager to execute the same by and on behalf of the City.

**Background:**

CAD (Computer Aided Dispatch), RMS (Records Management System), and mobile software is probably the most important software package used by the Police Department. It is used by dispatch, officers writing reports, the records department, the jail, the property unit, and more. The City's current solution, EmergiTech, was purchased by Zuercher in mid-2016. EmergiTech is extremely out of date and its functionality much lower than most products offered by other vendors. The mobile product that the City currently uses is owned by a third-party company, InterAct. InterAct's functionality is completely dependent on its integration with EmergiTech and there are continual problems with that integration.

While Zuercher still supports EmergiTech, it has no plans on upgrading the EmergiTech software. Zuercher has its own CAD/RMS/mobiles product with all software pieces completely integrated into one suite. The Zuercher suite is the natural upgrade path from EmergiTech and Zuercher has provided a migration plan for that upgrade. Data migration from Emergitech to Zuercher will cost much less and be an easier process since Zuercher is very familiar with the migration process from that particular product. Zuercher is also already NIBRS compliant.

The police department is also interested in adopting automatic vehicle location technology (AVL) which would increase officer safety while providing a decreased response time for our citizens. Zuercher's CAD software will provide an interface for the AVL and allow us to adopt that technology within the CAD system. Emergitech does not provide that capability.

Impact/Analysis:

If the City does not upgrade the CAD/RMS/mobile system:

1. The City's current CAD/RMS/mobile system will continue to become more antiquated with time. Current technologies will allow the City to increase officer safety while providing decreased response times for its citizens.
2. The current databased version will not be supported beyond January 2019.
3. More hours of labor will be spent on the faulty integration between EmergiTech and InterAct.
4. The City will have to spend time and funds attempting to prepare EmergiTech for NIBRS compliance.
5. The City will not have an interface within its CAD system for AVL.

Travis Forbes, Chief of Police  
Steve Marsh, Chief Technology Officer

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]



## **BILL NO. XX-XX**

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AN ORDINANCE APPROVING THE PURCHASE OF THE ZUERCHER COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEM AND MOBILE PLATFORM FROM ZUERCHER TECHNOLOGIES LLC FOR AN AMOUNT NOT TO EXCEED \$504,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit Police Department relies on a Computer Aided Dispatch/Records Management System (CAD/RMS), and mobile platforms to carry out its day to day core functions and responsibilities; and,

WHEREAS, the City's current CAD/RMS platform and associated database will not be supported in the near future jeopardizing the reliability of the systems; and

WHEREAS, the City's current CAD/RMS platform will not be compliant with the 2021 FBI requirement that crime reporting be transitioned to the National Incident-Based Reporting System (NIBRS); and

WHEREAS, the City issued a request for proposals to provide the City with a CAD/RMS that could be supported and that would allow the City to transition its crime reporting to the NIBRS. Zuercher Technologies bid was the lowest and best bid received; and

WHEREAS, the Zuercher CAD/RMS incorporates an integrated mobile platform, simplifying the support of the enterprise system and allowing the City to transition its crime reporting to the NIBRS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The Zuercher Software and Service Agreement, Trittech Subscription Service Agreement and Community Data Platform Agreement (the "Zuercher Agreements") generally for the purposes of providing the City with a CAD/RMS, true and accurate copies attached hereto as "Exhibit A", "Exhibit B", and "Exhibit C" respectively and incorporated herein by reference be and is hereby approved.

SECTION 2. The City Manager is authorized to the complete acquisition of the Zuercher CAD/RMS and execute the Zuercher Software and Service Agreement, Trittech Subscription Service Agreement AND Community Data Platform Agreement (the "Zuercher Agreements") by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor

PASSED by the City Council of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2018.

**BILL NO. XX-XX**

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Mayor

*William A. Baird*  
ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2018.

Mayor

\_\_\_\_\_  
*William A. Baird*  
ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management and Operations  
*Daniel R. White*

# ZUERCHER

## Software License and Service Agreement

Lee's Summit Police Department

This Software License and Service Agreement (this "Agreement") entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between City of Lee's Summit d/b/a the Police Department ("Customer"), having its principal place of business at 220 SE Green Street, Lee's Summit, MO 64083, and Zuercher Technologies LLC ("Zuercher"), having its principal place of business at 4509 West 58th Street, Sioux Falls, South Dakota 57108. Customer and Zuercher may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Customer entered into a prior agreement for Software products with EmergiTech LLC ("EmergiTech"), a Zuercher Technologies company; and

WHEREAS, Customer is a currently licensed end user of the EmergiTech Software; and

WHEREAS, Customer desires to discontinue use of the EmergiTech solution and upgrade to the Zuercher Suite Software identified in Exhibit B to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the EmergiTech products being replaced by this Agreement and its Exhibits.

This Agreement details the responsibilities of Zuercher and Customer with regard to the public safety software, hardware, and related services to be provided by Zuercher under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

## 1.0 Exhibits and Order of Precedence

The following Exhibits and Agreement are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Initial Request for Proposal #2018-078 response submitted by Zuercher Technologies to City, attached hereto and made a part of this Agreement
3. Exhibit B: Pricing Detail
4. Exhibit C: Payment Schedule
5. Exhibit D: Maintenance Agreement
6. Exhibit E: Community Data Platform Membership Agreement
7. Lee's Summit Subscription Service License & Use Agreement dated \_\_\_\_\_.

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement and Subscription Agreement in the order in which they appear in 1.0, Exhibits and Order of Precedence.

## 2.0 License

### 2.1 Grant of the License

In consideration of Customer's payment of the license fees set forth in Exhibit B: Pricing Detail, and subject to the terms and conditions set forth herein, Zuercher hereby grants to Customer, and Customer accepts, a perpetual, non-transferable and non-exclusive license to use certain Zuercher software (the

"Software") identified in Exhibit B: Pricing Detail only for Customer's own business purposes in object code format.

## 2.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No Zuercher identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. Zuercher shall not be responsible in any way for Software performance if the Software has been modified, except as modified by Zuercher.

## 2.3 Restrictions on Usage

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except through Zuercher software. Customer may run reports and make similar use of the records in furtherance of its duties, responsibilities and authority.

Customer shall not access any Server Hardware except as provided in the Zuercher Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware. However, Customer may install system protection and availability tools as needed.

## 2.4 Infringement

Zuercher will at its expense indemnify, defend, and hold Customer harmless against any claim, action or proceeding by a third party ("Action" herein) for infringement by the Zuercher Software of copyright or trade secrets, provided that Customer immediately notifies Zuercher in writing of such Action and cooperates fully with Zuercher and its legal counsel in the defense thereof. Zuercher may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the Zuercher Software, or (iv) modify or replace the Zuercher Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense, unless Customer's participation is requested by Zuercher. If Zuercher concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the Zuercher Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Zuercher will return to Customer the Zuercher Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the Zuercher Software (calculated by multiplying the ratio of the number of months of actual use in live operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Zuercher will, subject to Section 5.0 herein, indemnify Customer therefrom.

## Zuercher Suite Contract

Notwithstanding the above, Zuercher shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) arising out of modifications to the Zuercher Software and/or Documentation not made by Zuercher, (ii) resulting from use of the Zuercher Software to practice any method or process which does not occur wholly within the Zuercher Software, or (iii) resulting from modifications to the Zuercher Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of Zuercher regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

## 3.0 Delivery, Fees and Payments

### 3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. Zuercher shall initially deliver and install copies of the Software as set forth in Exhibit A: Statement of Work, in the quantities set forth in Exhibit B: Pricing Detail. Except as stated in Exhibit D: Maintenance Agreement, Zuercher shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software

### 3.2 Delivery of Hardware to Customer

Zuercher shall ship Hardware provided under this Agreement as set forth in Exhibit B: Pricing Detail to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in Exhibit B: Pricing Detail. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by Zuercher, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

### 3.3 Delivery of Services to Customer

Zuercher will provide Services as set forth in Exhibit A: Statement of Work.

### 3.4 Fees

Customer will pay Zuercher the fees, without deduction or offset, on the dates set forth in Exhibit C: Payment Schedule.

### 3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of Zuercher's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

### 3.6 System Acceptance

Customer acknowledges that the System shall be deemed accepted on the date of Go Live as agreed to

Zuercher Suite Contract

by both parties in writing. In the event that a Customer notifies Zuercher of a material non-conformity in the Software as compared with the Statement of Work, Zuercher shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement.

### 3.7 Additional Components

Other components (hardware and/or software, collectively "Third Party Components") may be desired for use with the System. Zuercher assumes no responsibility under this Agreement for obtaining and/or supporting any Third Party Components except as expressly agreed herein and provided the Third Party Components meet or exceed hardware specifications as required by Zuercher. Zuercher acknowledges that Customer will be using mobile and third party components and the purpose of the use of Zuercher's licenses is to allow such use. If such Third Party Components meet minimum requirements and specifications, It is expressly agreed to herein that Zuercher will provide sufficient support for mobile and third party components to work with the Zuercher System and Customer's databases. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

### 3.8 Third-Party Costs

Except as expressly agreed herein, Zuercher assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in Exhibit A: Statement of Work.

## 4.0 Rights and Obligations

### 4.1 Proprietary Rights

Zuercher warrants that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. Zuercher retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of Zuercher and the sole and exclusive property of Zuercher. Zuercher hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third party software provided by Zuercher under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third party software to Customer.

### 4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which Zuercher uses in connection with the License granted hereunder, are and shall remain the exclusive property of Zuercher. Nothing contained in this

Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of Zuercher.

### 4.3 Confidentiality

Except as required by law or otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist Zuercher in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 Zuercher agrees to maintain Customer's confidential business information and confidential data, including proprietary data or individual or personal identifying data of any person or entity contacted or contacting or served by Customer, to which Zuercher gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, Zuercher shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the Zuercher Software or Documentation. Customer shall acquire no intellectual property ownership rights to the Zuercher Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of Zuercher or any violation of confidentiality; (b) is disclosed to Zuercher by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of Zuercher prior to receipt of the confidential information or (d) is developed independently by Zuercher without use of the confidential information.

4.3.1.1 Zuercher maintains a security program for managing access to customer data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. Zuercher will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents). Zuercher shall be solely responsible for compliance and responsibility for compliance with CJIS regulations and policies.

4.3.1.2 Zuercher will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the Zuercher staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse Zuercher for the cost of Zuercher Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live



Scan) to travel to the applicable Zuercher office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

#### 4.4 Termination for Breach – intentionally left blank.

#### 4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

#### 4.6 Limited Warranties

##### 4.6.1 Software Warranties

Zuercher warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. Zuercher further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the Zuercher Software will perform in conformance with the Zuercher Documentation and any applicable specifications set forth in Exhibit A: Statement of Work. Zuercher's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of Exhibit D: Maintenance Agreement. In the event Zuercher fails to remedy material defects in the Software under this warranty, Customer's sole remedy and Zuercher's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect.

##### 4.6.1.1 Wireless Service Limitations

Problems in the Zuercher software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by Zuercher, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

##### 4.6.2 Hardware and Third-Party Software Warranties

Zuercher warrants that, at the time of delivery, the Hardware will be new and unused. In addition,

Zuercher warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. Zuercher will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, ZUERCHER EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 4.7 Legal Relationship

It is expressly understood by Customer and Zuercher that Zuercher shall not be construed to be, and is not, an employee of Customer. Zuercher shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. Zuercher further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment. In addition, Zuercher acknowledges and agrees that Customer owns its data and may always have access to and ability to use its data. If this agreement is terminated for any reason, Zuercher shall export data to Customer in a useable format as determined by Customer. This includes any suspension period while Zuercher and Customer determine if Customer has committed any material breach.

## 4.8 Insurance Provision

### 4.8.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Zuercher, Zuercher shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Customer. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Customer's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Customer does not represent that coverage and limits will be adequate to protect Zuercher.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Customer, its agents, representatives, officers, directors, officials, volunteers and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are

satisfactorily performed, completed and formally accepted by the Customer, unless specified otherwise in this Agreement.

E. Primary Insurance. Zuercher's insurance shall be, or endorsed to be, primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the Customer as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, volunteers, and employees for any claims arising out of the work or services of Zuercher. Zuercher shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Zuercher shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Customer and Zuercher. Zuercher shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Customer. Zuercher shall be solely responsible for any such deductible or self-insured retention amount.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Zuercher will provide the Customer with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Zuercher's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Customer shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Zuercher's responsibility to forward renewal certificates and declaration page(s) to the Customer 30 days prior to the expiration date. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The Customer, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Zuercher’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Customer, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Zuercher under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 4.8.2 Required Insurance Coverage.

A. Commercial General Liability. Zuercher shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, productscompleted operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Customer, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Zuercher shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Zuercher’s owned, hired and non-owned vehicles assigned to or used in the performance of the Zuercher’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Customer, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy

Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Zuercher engages in any professional services or work in any way related to performing the work under this Agreement, the Zuercher shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Zuercher, or anyone employed by the Zuercher, or anyone for whose negligent acts, mistakes, errors and omissions the Zuercher is legally liable, with an liability insurance limit of \$5,000,000 each claim and \$5,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Customer in the care, custody, or control of Zuercher.

D. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Zuercher in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

E. Workers' Compensation Insurance. Zuercher shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Zuercher's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

F. Umbrella Insurance. Zuercher shall maintain excess liability, that is written on a follows form basis, of the policies set forth in this Section 4.8 in an amount equal to not less than \$10,000,000 for any occurrence and not less than \$10,000,000 in the aggregate.

4.8.3 Cancellation and Expiration Notice. Insurance required herein shall not expire or be canceled, or the limits are reduced without 30 days' prior written notice to the Customer.

## 5.0 Indemnification and Limitation of Liability

Zuercher shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Zuercher, its employees, agents, contractors, or any subcontractor as a result of Zuercher's

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or any subcontractor's performance pursuant to this Agreement; however, Zuercher shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, Zuercher's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of Zuercher for any reason and upon any cause of action of claim, including, without limitation, Zuercher's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises; or (iii) in the case of bodily injury or property damage, including data, for which defense and indemnity coverage is provided by Zuercher's insurance carrier(s), the coverage limits of such insurance.

IN NO EVENT SHALL ZUERCHER, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ZUERCHER HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

## 6.0 Termination

### 6.1 By Zuercher for Cause

In addition to various other express rights of Zuercher to terminate this Agreement set forth herein, Zuercher shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of Zuercher or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of Zuercher's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

Zuercher may exercise any rights available to it under Missouri State law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that Zuercher shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

Notwithstanding any provision in this Agreement, its Exhibits or attachments, in no event shall Zuercher terminate this agreement until providing Customer with a reasonable period of time depending on the alleged breach or default to cure same or to remedy any reasonable concern of Zuercher. If Zuercher terminates this Agreement and it is found Zuercher was not entitled to do so, or does not provide Customer with access to its data and exportation of same in a useable format at any time during any alleged breach, suspension or termination period, Zuercher shall pay to Customer any actual costs incurred by Customer to remedy same or obtain the same data in a useable format.

### 6.2 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of Zuercher to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give Zuercher thirty (30) days' written notice specifying Zuercher's failure. If within thirty (30) days after receipt of such notice, Zuercher shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place Zuercher in default and the Agreement shall terminate on the date specified in such notice.

### 6.3 A. Termination without Cause

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due. Payment of Charges and Fees are subject to annual appropriation by the governing body of Customer.



B. Zuercher may immediately give notice of its intent to terminate this Agreement, including all license rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation provided that Customer shall be given notice of at least ten (10) days and an opportunity to challenge such determination or to cure any alleged breach. During said, or any, cure period under this Agreement and while Customer is challenging or investigating the a determination by Zuercher of such breach, , Zuercher may not eliminate or interfere with access to Customer's data. Customer however may not delay its response to such determination and must proceed diligently toward a resolution of such claim by Zuercher.

6.4 C. Notwithstanding any provision in this Agreement or the Exhibits hereto, this Agreement is subject to the appropriation power of the governing body of the Customer and if said body does not appropriate funds to pay charges and fees that will become due and owing in that budget year, Customer may cancel this Agreement without any penalty or owing any charges or fees going forward from the end of service and System access.

#### 6.4 Post-Termination Obligations

All provisions hereof relating to Zuercher's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per Exhibit C: Payment Schedule for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the Zuercher Software, or termination due to Customer's breach of Zuercher's intellectual property rights, the license to the Zuercher Software granted under this Agreement shall also terminate and Customer shall remove all Zuercher Software from its computer system and at Zuercher's direction, either return or destroy the Software and its associated Documentation.

Regardless of the cause of any termination, Customer's data is owned by Customer and Zuercher shall make available to Customer in a format useable and chosen by Customer a copy of all data within the System and on Zuercher's servers or locations under Zuercher's control.

### 7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher. Duties of the Project Manager are outlined in Exhibit A: Statement of Work.

### 8.0 Miscellaneous



## 8.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control such as and similar to earthquake, natural disasters, acts of war, riots or civil unrest, or terrorist events, and "acts of God" to which either party is subject or one or more necessary sole source providers of equipment or hardware is subject to. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

## 8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Missouri, without giving effect to the principles of conflict of law of such state or international treaties.

## 8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of eastern Jackson County, Missouri for State courts actions, or the Western District of Missouri Federal Court for federal filings with respect to any action between the Parties relating to this Agreement.

## 8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of Zuercher, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

## 8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

## 8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

## 8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

## 8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as

to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

## 8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

## 8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

## 8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

## 8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of Zuercher's proprietary rights in the Software or any other software owned or licensed by Zuercher.

## 8.13 Taxes – intentionally left blank.

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## 8.14 Non-Discrimination

Zuercher agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Zuercher agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Zuercher agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Zuercher, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

## 8.15 Change Orders

Customer is a municipal corporation and as such is subject to the laws of Missouri with respect to its contracting authority. Section 432.070, RSMo is applicable. The Customer has adopted procurement

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policies to implement said Statute. Change orders and out-of-scope work will be defined by written agreement. No work may commence for any change order or otherwise without written agreement. Any work commenced without such written authorization by Customer shall not be paid for and no funds shall be due and owing to Zuercher.

### 8.16 Entire Agreement

This Agreement, and any Exhibits or Attachments specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

### 8.17 Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.

Pursuant to Missouri law, Zuercher, and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Zuercher, and all of its subcontractors, shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavits and documentation to Zuercher at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603.

## 9.0 Definitions

- (a) Documentation: All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by Zuercher.
- (b) Executable Object Code: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (c) Execution of Agreement: Date Agreement is signed by all enumerated Parties.
- (d) Hardware: All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement.
- (e) Go Live: The use of the System as a live, non-test-bed system. This can be exhibited by

- events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- (f) Software: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by Zuercher and set forth or identified in Exhibit B: Pricing Detail or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
  - (g) Server Hardware: All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement listed as "Server Hardware" in Exhibit B: Pricing Detail.
  - (h) Services: All project management, training, data conversion, and other services to be provided by Zuercher under this Agreement.
  - (i) SSH: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
  - (j) System: The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by Zuercher under this Agreement.
  - (k) Third-Party Software: Any software to be supplied by Zuercher under this agreement that is purchased or licensed from any source external to Zuercher for use with or integration into the System.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES AS REQUIRED BY STATE OF MISSOURI LAW APPLICABLE TO MUNICIPAL CORPORATIONS.

City of Lee's Summit Police Department

Signer's Name: Steve Arbo

Signer's Title: City Manager

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Signature

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Date

Zuercher Technologies, LLC

Blake Clark

CFO

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Signature

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Date

## Exhibit A: Statement of Work

Zuercher will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in Exhibit B: Pricing Detail.

### 1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Zuercher Suite Base	<ul style="list-style-type: none"> <li>• Operating system software</li> <li>• Database software</li> <li>• Master name index</li> <li>• Master address index</li> <li>• Master vehicle index</li> </ul>	<ul style="list-style-type: none"> <li>• Secure intra-Customer messaging</li> <li>• Configurable dashboard</li> <li>• Web address links</li> <li>• No duplicate data entry</li> <li>• Authentication</li> </ul>
Administration (Core)	<ul style="list-style-type: none"> <li>• Equipment</li> <li>• Fleet Management</li> <li>• Inventory Management</li> <li>• Purchase Requisitions</li> </ul>	<ul style="list-style-type: none"> <li>• Service Dogs</li> <li>• Policy Manual</li> <li>• Full audit trail</li> <li>• Custom Forms</li> </ul>
CAD (Core)	<ul style="list-style-type: none"> <li>• Command-line entry</li> <li>• Bulletins</li> <li>• Configurable CAD Windows</li> <li>• Inactivity Alarms</li> <li>• Rip and Run</li> <li>• Full audit trail</li> </ul>	<ul style="list-style-type: none"> <li>• Command Log</li> <li>• Triple I</li> <li>• Custom CAD Commands</li> <li>• Unit Alarms</li> <li>• ANI/ALI</li> </ul>
CAD (Advanced)	<ul style="list-style-type: none"> <li>• Alarm Billing</li> <li>• Alarm Calls</li> <li>• Nurse Calls</li> <li>• Scheduled and Recurring Scheduled Calls</li> <li>• Tow Calls</li> <li>• Custom Forms</li> </ul>	<ul style="list-style-type: none"> <li>• NCIC Automation</li> <li>• Basic Paging</li> <li>• Run Cards and Unit Recommendation</li> <li>• Unit Specialties</li> <li>• Web windows</li> </ul>

Mapping (Core) – Server Based	<ul style="list-style-type: none"> <li>• Command-line entry</li> <li>• Drag and drop commands</li> <li>• Visual status alerts</li> <li>• User-configurable map layers</li> <li>• GIS functions with map window closed</li> <li>• Quickest path unit recommendation</li> </ul>	<ul style="list-style-type: none"> <li>• Active calls for service</li> <li>• Call for service click-through</li> <li>• Custom map markers</li> <li>• Address verification</li> <li>• Faster map functions (compared with non-server version)</li> </ul>
Mapping AVL	<ul style="list-style-type: none"> <li>• Vehicle locations on map</li> </ul>	<ul style="list-style-type: none"> <li>• Call for service integration</li> </ul>
Mapping AVL Playback	<ul style="list-style-type: none"> <li>• Displays on the map</li> <li>• View by time, by unit, by CFS</li> </ul>	<ul style="list-style-type: none"> <li>• Print or export playback data</li> </ul>
Financial (Core)	<ul style="list-style-type: none"> <li>• Double-entry accounting</li> <li>• Automatic invoice creation</li> <li>• Configurable addition of fees based on Records workflow</li> <li>• Account reconciliation</li> </ul>	<ul style="list-style-type: none"> <li>• Receipt generation</li> <li>• Statement printing</li> <li>• Bulk Invoice Payments</li> <li>• Full audit trail</li> </ul>
Jail (Core)	<ul style="list-style-type: none"> <li>• Booking, Intake, and Release Wizard</li> <li>• Cell Occupancy Log</li> <li>• Activities</li> <li>• Basic Bank</li> <li>• Issued Property</li> <li>• Medicine</li> <li>• Jail Billing</li> <li>• Bond Payments</li> <li>• Sentence calculation and Good Time</li> </ul>	<ul style="list-style-type: none"> <li>• Inmate Property</li> <li>• Victim Notification</li> <li>• Visitor logging</li> <li>• Jail Log</li> <li>• Shift Log</li> <li>• Court Events</li> <li>• Classification</li> <li>• Cell Recommendation</li> <li>• Inmate Classes and Transportation</li> <li>• Full audit trail</li> </ul>
Jail (Advanced)	<ul style="list-style-type: none"> <li>• Advanced Inmate Bank</li> <li>• Expenses</li> <li>• Expungement Log</li> <li>• Sentence Reductions</li> <li>• Inmate Checks</li> </ul>	<ul style="list-style-type: none"> <li>• Inmate Work Shifts</li> <li>• Stay Scheduling (Weekenders)</li> <li>• Multiple Facilities</li> <li>• Jail workflow</li> <li>• Custom Forms</li> </ul>

Mobile Core	<ul style="list-style-type: none"> <li>• Grants access to the Zuercher Mobile application</li> </ul>	
Mobile Accident Reporting	<ul style="list-style-type: none"> <li>• Driver's license and vehicle registration scanning</li> <li>• Automated NCIC driver's license and registration queries</li> <li>• Prefill from NCIC return (for agency State only)</li> </ul>	<ul style="list-style-type: none"> <li>• Paper accident report creation and printing</li> <li>• Case report association</li> <li>• Includes state form</li> <li>• Diagramming (via Easy Street Draw)</li> </ul>
Mobile AVL	<ul style="list-style-type: none"> <li>• Vehicles shown on map</li> </ul>	<ul style="list-style-type: none"> <li>• Call for service integration</li> </ul>
Mobile CAD	<ul style="list-style-type: none"> <li>• User-configurable layouts</li> <li>• Day/Night mode</li> <li>• Instant messaging</li> </ul>	<ul style="list-style-type: none"> <li>• Silent dispatch</li> <li>• Bulletins/BOLOS</li> <li>• NCIC queries</li> </ul>
Mobile eCitations	<ul style="list-style-type: none"> <li>• Off-line operation</li> <li>• Driver's license and vehicle registration scanning</li> <li>• Automated NCIC driver's license and registration queries</li> </ul>	<ul style="list-style-type: none"> <li>• Prefill from NCIC return (for agency State only)</li> <li>• Paper ticket creation and printing</li> <li>• Case report association</li> <li>• Includes state form</li> </ul>
Mobile Mapping	<ul style="list-style-type: none"> <li>• Active calls for service</li> <li>• Map Markers</li> <li>• Visual status alerts</li> </ul>	<ul style="list-style-type: none"> <li>• User configurable map layers</li> <li>• Route from current location to CFS location</li> </ul>
Mobile Records	<ul style="list-style-type: none"> <li>• Cases</li> <li>• Warrants</li> </ul>	<ul style="list-style-type: none"> <li>• Master index access (including mug shots and alerts)</li> </ul>
Personnel (Core)	<ul style="list-style-type: none"> <li>• Personnel Log</li> </ul>	<ul style="list-style-type: none"> <li>• Full audit trail</li> </ul>
Personnel (Advanced)	<ul style="list-style-type: none"> <li>• Commendations</li> <li>• Disciplinary Actions</li> <li>• Positions</li> <li>• Promotions</li> </ul>	<ul style="list-style-type: none"> <li>• Service History</li> <li>• Training</li> <li>• Citizen Feedback</li> </ul>



Portal (Community Involvement)	<ul style="list-style-type: none"> <li>• Read-only access</li> <li>• Public access to Inmates, Sex Offenders, Warrants, Civil Papers, and Calls for Service</li> <li>• Agency-defined permissions</li> </ul>	<ul style="list-style-type: none"> <li>• Data sharing with other Customers</li> <li>• Media reports</li> <li>• Extra Patrol requests</li> <li>• Public tip submission</li> </ul>
Portal (Attorney Case View)	<ul style="list-style-type: none"> <li>• Web access to Case Report data for attorneys</li> </ul>	<ul style="list-style-type: none"> <li>• Agency-defined permissions</li> </ul>
Records (Core)	<ul style="list-style-type: none"> <li>• Case Reports</li> <li>• NIBRS/UCR Submission</li> <li>• Master Record Notes</li> <li>• Protection Orders</li> <li>• Warrants</li> <li>• Juvenile Referral List</li> </ul>	<ul style="list-style-type: none"> <li>• Pawn Property</li> <li>• Pistol Permits</li> <li>• Citations and Warnings</li> <li>• Sex Offenders</li> <li>• Full audit trail</li> </ul>
Records (Advanced)	<ul style="list-style-type: none"> <li>• Field Identifications</li> <li>• Expungement</li> <li>• Intelligence Cases</li> <li>• Investigative Leads</li> <li>• Form Requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Tow Calls</li> <li>• Basic Accident Reports</li> <li>• Bicycle Registrations</li> <li>• Parking Tickets</li> <li>• Custom Forms</li> </ul>
Reporting (Core)	<ul style="list-style-type: none"> <li>• Pre-defined reports</li> <li>• Custom reports</li> <li>• Ad-hoc reports</li> <li>• Drag and drop report building</li> <li>• Export to PDF, XLS, XML, TXT</li> </ul>	<ul style="list-style-type: none"> <li>• Custom data filters</li> <li>• Statistical analysis</li> <li>• Scheduled reports</li> <li>• COMSTAT compatible</li> <li>• Emailed reports</li> </ul>
Zuercher Field Ops	<ul style="list-style-type: none"> <li>• CJIS compliant mobile device app</li> <li>• Integrated photo and audio capture tools</li> </ul>	<ul style="list-style-type: none"> <li>• Real-time CFS data access</li> <li>• Uses existing Zuercher Suite user credentials</li> </ul>

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Community Data Platform  
(CDP)

- Search engine for Zuercher Suite CAD and RMS Data
- Up to 10 concurrent users supported
- National data sharing with IQ Search

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CrimeView Dashboard

- Pre-configured and customizable reports for crime analysis
- Various chart styles and maps
- User-configurable views and filters
- Analysis Mode

## 1.1 Interfaces

All costs related to Zuercher's implementation of the following interfaces is represented in Exhibit B: Pricing Detail. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay System Acceptance.

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the Zuercher Documentation.

Customer shall not access any Server Hardware except as provided in the Zuercher Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to Exhibit A: Statement of Work: 3.2 Implementation Process overview for interface implementation information.

### 1.1.1 CAD – Basic Paging Interface (SMTP/Email) (Export)

This is a one-way interface from Zuercher CAD. Pages are sent via email and/or SMS from CAD. Zuercher enables the paging functionality in CAD.

Zuercher is responsible for: guiding customer in completing appropriate configuration options.

City is responsible for: configuring paging groups, templates, and trigger events for this interface.

### 1.1.2 CAD – E911 (ANI/ALI) Interface (Import)

This is a one-way interface from the MidAmerica Regional Council (MARC) 911 service provider to Zuercher CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Zuercher is responsible for: configuring parser after data feed is confirmed, coordinating testing of the parser with the agency before Go Live

Customer is responsible for ensuring that:

- (a) 911 service provider sets up the serial connection from the 911 controller to Zuercher CAD.
- (b) 911 spill data can be pushed to Zuercher CAD at a decided upon frequency.
- (c) ALI data meets NENA standards
- (d) Make several test calls before Go Live, Zuercher recommends the following be coordinated:
  - a. 2 Residential Calls
  - b. 2 Business Calls
  - c. 3 or more Wireless Calls (preferably all different carrier/providers) prefer at least one, Phase 1 call

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**1.1.3 Jail – Livescan/AFIS Interface (Export) -- MorphoTrak**

This is a one-way interface from Zuercher Jail to the AFIS network. When an inmate is booked into Jail, a NIST file is sent to the AFIS Livescan device. Zuercher Technologies creates the web service which sends the NIST file to AFIS.

Zuercher is responsible for: creating the web service that will send the NIST file to AFIS.

City is responsible for: contacting Livescan, informing them of the JMS integration with Zuercher. Providing a technical contact at the agency and Livescan. Ensuring Livescan can provide technical support and documentation for development/QA/testing.

**1.1.4 Jail – N-DEx Adapter (IB IEPD)**

This is an adapter that produces XML that is conformant to the N-DEx Incarceration/Booking (IB) IEPD. Zuercher Suite transmits data to the N-DEx web service via Zuercher's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

Zuercher is responsible for: transmitting the data to N-Dex web service via our existing WSDL.

City is responsible for: providing Zuercher with FBI contacts. Creating and verifying a generic contact for the agency. That contact information will be sent in N-DEx reports.

**1.1.5 Jail – VINE Interface (Export)**

This is a one-way interface from Zuercher Jail to Appriss. Zuercher will create a read-only database connection for Appriss to access specific data views. Upon the completion of an inmate booking and when an inmate is released, inmate data will be made available through these views for consumption by Appriss. Appriss is responsible for querying these views for booking and release data, as well as daily active inmate population reports. Zuercher will provide Appriss with database user information.

Zuercher is responsible for: working through the City and Appriss to verify export of data and mug shots to VINE prep and prod systems. Zuercher will also work with Appriss to ensure that an Appriss-provided SFTP/FTP has been configured for Zuercher to export data and mugshot files.

City is responsible for: installing the additional equipment required by Appriss, which will allow access to Zuercher's production server IP for database access. Zuercher will need the City's connecting IP address.

**1.1.6 Records -- MO Crime Reporting (MIBRS) Interface**

This is a one-way interface from Zuercher Records to Missouri NIBRS. Customer is able to select cases in Zuercher Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. Zuercher creates functionality to support the text file export from Zuercher Records.

Zuercher is responsible for: Zuercher Business Analyst will work with you to configure.

City is responsible for working with Zuercher Business Analyst on configuration and testing.

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**1.1.7** Records – MO STARS Accident Reporting Interface (Export)

This is a one-way interface from Zuercher Records to the Missouri State Highway Patrol (MSHP). Users create accident reports within Zuercher Accident Reporting. Users then review and validate the accident report information and import it into Records. Upon import, Records validates the information on the accident report against state-defined requirements. Records then allows users to export accident reports as XML files to the MSHP web service. The web service will import these files and create or update the appropriate accident report record within that system. If any errors are returned from exporting the accident report, Records displays the error(s) to the user for correction and re-submission of the data.

Zuercher is responsible for exporting the accident report data to the web service and the MSHP is responsible for hosting the web service.

Customer is responsible for assisting with testing the accident report validation and submission to the State. Customer is responsible for providing Zuercher a confirmed and stable accident report format, schema and validation scheme to use for Zuercher development.

**1.1.8** Records – MO eCitations Interface (Export)

This is a one-way interface from Zuercher Records to the Office of State Courts Administrator (OSCA). Users create eCitations within Zuercher eCitations. Users then review and validate the eCitation information and import it into Records. Upon import, Records validates the information on the eCitations report against state-defined requirements. Records then allows users to export eCitations as XML files to the OSCA web service. The web service will import these files and automatically create or update the appropriate eCitation record within that system. If any errors are returned from exporting the eCitation, Records displays the error(s) to the user for correction and re-submission of the data.

Zuercher is responsible for exporting the eCitation data to the web service and the OSCA is responsible for hosting the web service.

City is responsible for testing.

**1.1.9** Records—MoDEX Interface (Export)

This is a one-way interface from Zuercher Suite to the state repository run by the Missouri Department of Public Safety. Customer can submit Incidents/Arrests (IA) (vehicles, individuals, incidents and arrests), and bookings (IB). This interface allows automatic, daily submission of information about individuals, vehicles, incidents, arrests, and bookings to the MoDEX state repository.

Zuercher is responsible for: transmitting the data to the MoDEX state repository.

City is responsible for testing.

**1.1.10** Records – N-DEx Adapter (IA IEPD)

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. Zuercher Suite transmits data to the N-DEx web service via Zuercher's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

Zuercher is responsible for: transmitting the data to N-Dex web service via our existing WSDL.

City is responsible for:

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- (a) Putting Zuercher personnel in touch with FBI contacts for the agency.
- (b) Creating and verifying a generic contact for the agency. That contact information will be sent in N-DEx reports.
- (c) Configuring Standard Dropdown Box items to match to the appropriate N-DEx codes: CFS How Reported, Property/Evidence Firearm Type, Vehicle Model
- (d) Configuring CAD -> Incident Codes to map to appropriate N-DEx codes
- (e) Configuring Cases -> Case Dispositions to map to appropriate N-DEx codes

**1.1.11 Zuercher Suite – MULES/NCIC Interface (Basic Queries)**

This is a two-way interface between Zuercher Suite and the Zuercher-provided NCIC server. The following basic queries will be generated by Zuercher Suite and passed to the NCIC server: QA (Article), QB (Boat), QWRT (Driver's License), QG (Gun), QIR (Image), QVR (Vehicle Registration), Driver History, and Data Mining (MO only). The Zuercher-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Zuercher Suite.

Zuercher is responsible for:

- (a) Assisting the agency to ensure the configuration is complete.
- (b) Facilitate testing to ensure the state connection is established and the queries are returning as expected.
- (c) Assist in troubleshooting any issues that may arise during configuration/testing.
- (d) Zuercher works with the state as needed for all connection type issues.
- (e) Zuercher supports the interface ongoing post Go-Live.

Customer is responsible for:

- (a) providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data mining results will only be returned for the state in which Customer is located.
- (b) Agency to contact MO state switch rep, let them know you'll need a connection/line to the Zuercher NCIC server IP to run basic inquiry directly within Zuercher Suite. (DL, Plates, Gun, Boat, Article).
- (c) Agency IT to ensure all networking configuration, including firewall rules are configured to allow traffic to/from the state IP:port.
- (d) Agency to ensure that state firewall is configured to allow traffic to/from their IP:port from the Zuercher NCIC server IP.

**1.1.12 Zuercher Suite – MULES/NCIC Interface (Warrants)**

This is a two-way interface between Zuercher Suite and the BCA message switch. Authorized Zuercher Suite users can submit warrant entry (including supplemental), modify, clear and cancel NCIC forms to

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the message switch directly from the warrants screen in Zuercher Suite. Previously entered warrant data will be prepopulated into the NCIC form. Request and return information will be logged to the NCIC tab on the warrants screen in Zuercher Suite, and contain a link to the warrant number.

Zuercher is responsible for

- (a) Assisting the agency to ensure the configuration is complete.
- (b) Facilitate testing to ensure the state connection is established and the queries are returning as expected.
- (c) Assist in troubleshooting any issues that may arise during configuration/testing.
- (d) Zuercher works with the state as needed for all connection type issues.
- (e) Zuercher supports the interface ongoing post Go-Live.

City is responsible for:

- (a) Ensuring all networking configuration, including firewall rules are configured to allow traffic to/from the state IP:port.
- (b) Contact MO state switch rep, let them know you'll need a connection/line to the Zuercher NCIC server IP to run Warrant queries in Zuercher will provide the following forms: QW, EW, MW, LW, CW, XW, DW, MDW, and XDW.

**1.1.13 Zuercher Suite – MULES/NCIC Interface (Additional States Data Mining) (KS)**

This interface will allow users to run NLETS Data Mining queries (data returns) for the following states directly from Zuercher Suite: KS. This data mining is provided in addition to the MO data mining which is included in the Statement of Work.

- (a) Zuercher is responsible for:Assisting the agency to ensure the configuration is complete.
- (b) Facilitate testing to ensure the state connection is established and the queries are returning as expected.
- (c) Assist in troubleshooting any issues that may arise during configuration/testing.
- (d) Zuercher works with the state as needed for all connection type issues.
- (e) Zuercher supports the interface ongoing post Go-Live.

City is responsible for:

- (a) Contact MO state switch rep, let them know you'll need a connection/line to the Zuercher NCIC server IP to run basic inquiry directly within Zuercher Suite. (DL, Plates, Gun, Boat, Article).
- (b) Agency IT to ensure all networking configuration, including firewall rules are configured to allow traffic to/from the state IP:port.

- (c) Agency to ensure that state firewall is configured to allow traffic to/from their IP:port from the Zuercher NCIC server IP.

#### **1.1.14 Zuercher Suite – Time Synchronization Interface**

This a one-way interface that uses NTP to keep all Zuercher server's clocks in sync.

## **1.2 Data Conversion**

Zuercher will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to Zuercher software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

- (a) MS SQL .bak files with database version and credential information
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information
- (d) MS Access 2003 or newer .mdb files
- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

### **1.2.1 EmergiTech CAD**

Data will be converted into the Zuercher CAD module from the EmergiTech database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, ETIDB\_backup\_2018\_07\_31\_000001\_5166376.bak.

### **1.2.2 EmergiTech Records**

Data will be converted into the Zuercher Records module from the EmergiTech database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, ETIDB\_backup\_2018\_07\_31\_000001\_5166376.bak. For the attachments to be converted and linked, the photo/document attachments must be contained in a lookup table, linked within the database, or share a file name congruent to the linked record's name.

### **1.2.3 EmergiTech Jail**

Data will be converted into the Zuercher Jail module from the EmergiTech database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, ETIDB\_backup\_2018\_07\_31\_000001\_5166376.bak.

There are photos in separate network locations and are linked in the ETI database. These photos must be converted and linked to the appropriate record in the Zuercher database.

### **1.2.4 EmergiTech Administration**

Data will be converted into the Zuercher Administration module from the EmergiTech database and



data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, ETIDB\_backup\_2018\_07\_31\_000001\_5166376.bak.

### **1.2.5** EmergiTech Personnel

Data will be converted into the Zuercher Personnel module from the EmergiTech database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, ETIDB\_backup\_2018\_07\_31\_000001\_5166376.bak.

### **1.2.6** GIS Data Conversion (Initial Set Up and Repeatable)

In Zuercher's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, Zuercher will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be converted from City's ArcGIS format into the Zuercher ArcGIS format, set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized Zuercher software Go Live.

Zuercher cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with Zuercher to ensure the data is built according to the desired specifications.

Zuercher will apply data updates received from the Customer to Zuercher Mapping once a month during the life of the project.

In addition to the initial setup and conversion of the GIS data, this process should be developed as a repeatable, nightly maintenance process and be accepted by the City prior to Go Live. This process will ensure that City maintained ArcGIS data is regularly updated into the Zuercher ArcGIS environment. See section 3.2 of Exhibit D: Maintenance Agreement.

## **2.0** Customer Hardware, Network and Power Requirements

Zuercher is not responsible for installation or networking of the computer hardware required for operating Zuercher Software.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

### **2.1** Server Hardware

1. Two (2) rack-mount servers are provided by Zuercher as part of this agreement.
2. They will be configured as Zuercher Suite Servers as follows:

- (a) One (1) Production Server with Lantronix remote access device (provided by Zuercher as part of this agreement)
  - (b) One (1) Testing/Training server
3. The servers will be installed at Lee's Summit Police Department
4. In addition to the standard Zuercher Suite operating environment, the Production Server will have the capability of running the following on a virtual machine:
  - (a) One (1) virtual NCIC server (message switch)
  - (b) One (1) virtual GIS server
  - (c) One (1) virtual CrimeView server
5. Ten (10) inches of rack space is required at the primary server location for one (1) Zuercher Suite Production rack-mounted server (3.5"), one (1) Zuercher Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").

## 2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the Zuercher Suite Production rack-mounted server, three (3) for the Zuercher Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the Network Requirement Specifications and Server Requirement Specification documents provided by Zuercher.

## 2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts. NEMA connector code for power requirements. Servers will each come with 2 6ft C13 to NEMA 5-15P style cables. Alternative compatible cables may be supplied by the customer to connect into their server power systems.
2. Power supply that will handle dual 720 watts for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

## 2.4 Peripheral Hardware

### 2.4.1 Jail – Mugshot Camera Package

This contract will provide for three (3) mugshot camera packages that will each include one (1) Canon EOS Rebel Body, one (1) EF-S 38-55mm lens, one (1) strap, one (1) video cable, one (1) USB interface cable, one (1) battery pack, one (1) battery charger, one (1) Canon AC Adapter Kit, and one (1) InPhoto ID SLR license.

### 2.4.2 Jail – Electronic Signature Pad (Topaz)

This contract will provide for five (5) electronic signature pad packages that will each include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

### 2.4.3 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp)

This contract will provide for one (1) property and evidence barcode scanner and printer package that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

### 2.4.4 Records – Property & Evidence Barcode Scanner - Wireless (Wasp)

This contract will provide for one (1) wireless Wasp WWS550i barcode scanner.

## 3.0 Services

Zuercher Roles and Responsibilities:

**Program Manager.** Zuercher's program manager will work with Lee's Summit immediately upon award of the contract. The program manager is also responsible for overseeing the Zuercher project manager and participating in the path of escalation, if needed.

**Project Manager.** Zuercher's project manager will work with Lee's Summit as the single point of contact for implementation of the Zuercher Suite system. The responsibilities of the project manager include:

1. Develop and manage the implementation schedule
2. Coordinate with Lee's Summit to keep the project on track and on schedule
3. Allocate Zuercher resources
4. Communicate with Zuercher colleagues and Lee's Summit Build Team Members
5. Oversee configuration and data conversion process
6. Document risks and issues and provide risk and issue management
7. Provide written weekly status reports to Lee's Summit that include but are not limited to progress on tasks completed, tasks planned, overall schedule plan vs. actual, issue status, risk status, etc.

**Data Conversion Analyst.** The Zuercher data conversion analyst will coordinate with Lee's Summit to obtain copies of conversion data, screen shots, and user videos. The data conversion analyst will also be responsible for identifying how the legacy data is formatted, linked, and organized and for developing scripts to load the legacy data into conversion tools, and ultimately into Zuercher Suite.

**Business Analyst.** Zuercher's business analyst will work with the Zuercher project manager as necessary to configure the Zuercher Suite software.

**GIS Analyst.** The Zuercher GIS analyst is responsible for working closely with Lee's Summit's current GIS data and transforming it to make the data function seamlessly in Zuercher Suite without compromising

System Engineer. The Zuercher system engineer will work closely with Lee's Summit and third-party vendors to ensure interfaces are ready for Go Live.

Training Specialist. The Zuercher training specialist is responsible for working with the Zuercher project manager and business analyst as necessary to train Lee's Summit users on Zuercher Suite.

#### Lee's Summit Roles and Responsibilities:

Project Manager. The Lee's Summit project manager's role will be managing the project implementation. Key responsibilities/skills include:

1. The authority to speak for Lee's Summit from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
  - (a) Module Subject Matter Experts
  - (b) Hardware Project Manager
  - (c) Zuercher Build Team Members
  - (d) Data Conversion Review Team Members
  - (e) Interface points of contact at Lee's Summit (assigned per interface)
3. Involve Lee's Summit decision makers when needed.
4. Escalate issues to the Zuercher project manager.
5. Eliminate roadblocks for completing project on schedule.
6. Sign various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner.
7. Organize training schedules, training rooms, and training equipment.
8. Provide real world scenarios for testing and review.

Build Team Members. The Lee's Summit build team members will assist with the configuration and system review of the software. Acting as subject matter experts on modules that will be configured will be their key responsibility.

IT. The Lee's Summit IT personnel will assist with installation and connectivity needs. Providing knowledge of the existing hardware and network infrastructure will be their key responsibility.

## 3.1 Project Management

### 3.1.1 Customer Project Manager

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a Zuercher Build Team. With assistance from Zuercher Implementation Analysts, Customer's Build Team is responsible for the configuration of Zuercher software. The Build Team should expect to devote 10-20% of each week of implementation to Zuercher configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with Zuercher on

Customer's Dedicated Project Manager

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3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
  - (a) Module Subject Matter Experts (SMEs)
  - (b) Hardware Project Manager
  - (c) Zuercher Build Team Members
  - (d) Data Conversion Review Team Members
  - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the Zuercher project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

**3.1.2** Zuercher Project Manager and Project Team

From the start of the project, a Zuercher project manager will work with Customer as the single point of contact for implementation of the Zuercher Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The Zuercher project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the Zuercher Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

## 3.2 Implementation Process Overview

Zuercher uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the Zuercher implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

## Zuercher Suite Contract

### **3.2.1 Kickoff Meeting**

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR). From the start of the project, a Zuercher project manager will work with the City as the single point of contact for implementation of the Zuercher Suite system. The Zuercher project manager will develop and manage the implementation schedule and will coordinate with the City to keep the project on track and on schedule.

After contract execution, a Zuercher project manager and Zuercher project team will be assigned. Within the first week the Zuercher project manager will review the contract and contact the City's project manager for introductions. The project managers will work together to schedule the kickoff meeting that will include project stakeholders. The kickoff meeting will review and confirm contractual requirements and set expectations for timelines. Following the kickoff meeting, the City will have tasks to complete related to assigning a configuration build team and coordinating vendor interface meetings.

### **3.2.2 Business Practice Review**

The Business Process Review (BPR) will be an onsite meeting with the Zuercher PM, Zuercher project team, City's project manager, City build team, and City's key stakeholders. The goal of the BPR is to confirm contractual requirements, demonstrate Zuercher Suite software, and have discussions about current City processes. The Zuercher project team will offer best practices and begin capturing the high-level configuration of the City's Zuercher Suite implementation.

Please see the Sample Business Practice Review (BPR) Agenda Template in Exhibit F below.

#### 3.2.2.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of Zuercher software is guided by Business Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

The goal of configuration is to complete the setup of the Zuercher Suite configuration that is specific to the City. The City will assign subject matter experts in CAD, Records, Jail, Civil, Mapping, Mobile, and IT to the City build team that will lead the configuration of Zuercher Suite software. It is recommended that both user and supervisory level personnel are represented in each area.

Zuercher implementation analysts, under the direction of the Zuercher project manager, will meet with key City stakeholders and the City build teams to understand the City's operational needs and business rules. Zuercher project team members will use onsite and/or web-based meetings to recommend how the Zuercher software should be configured to match or enhance the City's current processes.

The Zuercher project team will train and assist the City build team on the administration and configuration of Zuercher Suite software. With Zuercher project team assistance, the City build team will then take the lead for configuration of Zuercher software.

#### 3.2.2.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in Exhibit A: Statement of Work: 1.2 Data Conversion will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with

Zuercher Suite Contract

the assistance of a Zuercher Business Analyst. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to Zuercher software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized Zuercher software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to Zuercher configuration work. Each module converted will require participation of SMEs.

See Exhibit A: Statement of Work: 1.2 GIS Data Conversion for information regarding the GIS data conversion process.

### 3.2.2.3 Interfaces

See Exhibit A: Statement of Work: 1.1 Interfaces for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial Zuercher kickoff meeting. Customer will set up conference calls with Zuercher and each interface vendor within three weeks of contract signing or one week of kickoff call. Interfaces to and from Zuercher software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between Zuercher and the third-party interface vendor(s).

Zuercher software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

### 3.2.2.4 Reports

The city has 13 reports that must be created and accepted prior to Go Live. Zuercher is responsible for training city staff on report development and ensuring that these 13 reports are accepted prior to Go Live. The reports required for Go Live can be found in Exhibit I: Reports and Forms required for Go Live.

### 3.2.2.5 Forms

The city has 2 forms that must be created and accepted prior to Go Live. Zuercher is responsible for training city staff on report development and ensuring that these 2 forms are accepted prior to Go Live. The forms required for Go Live can be found in Exhibit I: Reports and Forms required for Go Live.

## 3.2.3 Final System Review

Throughout the project, implementation analysts from Zuercher will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

Once configuration and data conversion are complete, the Zuercher project team will guide the City through end to end user testing of the configured software. The goal of System Review is to confirm that the configuration is complete and fits the City's needs at all levels. It has proven to be beneficial to have non-City build team members complete System Review. New eyes on the configured Zuercher Suite software often glean a few configuration adjustments.

## 3.2.4 Train-the-Trainer and/or End User Training

Zuercher offers several options for end user training. All of the training options provide hands-on use of



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the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

The Zuercher project team involved throughout the project will complete the City training. Zuercher uses an end user scenario-based training model that uses examples fitting to the group being trained. Rather than watching a demonstration of the software, this training model has the trainees using the software right away, not watching. Train the trainer sessions are also available if requested.

#### **3.2.5 Go Live**

Zuercher provides on-site and/or remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

Following Go Live the Zuercher and City project manager will identify and schedule refresher training needs.

### **3.3 Training and Go Live Support**

#### **3.3.1 Training**

Zuercher staff will provide on-site or remote training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). Zuercher will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

##### **3.3.1.1 System Configuration and Training**

The first portion of training will be performed by the Zuercher project team. Team members will train and guide Customer's Build Team in configuring the Zuercher Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through Zuercher-guided configuration of the system, the Build Team becomes well versed in the Zuercher software system administration.

Please see the Sample Training Syllabus in Exhibit G below.

##### **3.3.1.2 Train-the-Trainer and/or End User Training**

Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in Zuercher software that each group needs to know and use.

##### **3.3.1.3 Refresher Training**

Zuercher will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using Zuercher Suite.

Please see the Sample Training Syllabus in Exhibit G below.



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3.3.1.4 Report, Form, and Module Training

Zuercher will provide up to two (2) days of report, form, and module training with a maximum of six (6) attendees.

Please see the Sample Training Syllabus in Exhibit G below.

**3.3.2 Training Resources**

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Trainer Resources

1. One (1) computer with a network connection
2. Most recent Zuercher Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent Zuercher Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

**3.3.3 Go Live Support**

Zuercher staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. Zuercher staff will be on site and remote for Go Live.

**3.3.4 IQ Training and Implementation**

Zuercher staff will provide the necessary training and configuration in order to implement the IQ products listed in this contract.

## 4.0 Issue Management and Escalation approach

Throughout the Term of this SOW issues may arise requiring further information or a decision for resolution. The project team's objective is to resolve all issues at the lowest level possible. When an issue cannot be resolved at the project team level, the following escalation path will be followed. Each contact shall have the amount of time indicated in the "Response Time" column for bringing resolution to the issue, prior to the issue being escalated to the next contact level.

	Zuercher	Customer
--	----------	----------

	Zuercher	Customer
First Level Contact	Zuercher Project Manager	Lee's Summit Project Manager
Second Level Contact	Zuercher Program Manager	Lee's Summit CTO
Third Level Contact	Zuercher Vice President of Operations	Lee's Summit Police Chief

Should no resolution be reached after following this escalation path, the termination provisions set forth in Section 6.0 will apply.

## 5.0 Change Request Process

Change requests are handled through the Zuercher Project Manager. When the customer requests a monetary or scope change to the contract, there will be a collaborative dialogue to define the scope of the change. Once the change has been defined, a contract amendment or sales change order that includes any additional cost will be provided to the customer for review and approval.

## 6.0 Acceptance Management

Acceptance by Customer of the project's Services and Deliverables means that the milestones have been completed in accordance with this SOW.

The parties agree to the following Acceptance Management process:

1. The Zuercher Project Manager will submit an acceptance form for each payment milestone to the designated Customer approver.
2. Customer approver will accept or reject the milestone completion based on specific SOW terms within five (5) business days from the receipt of the acceptance form from the Zuercher Project Manager.
3. If Customer approver does not accept or reject the milestone within five (5) business days from the receipt of the acceptance form, it will be considered accepted.
4. If Customer rejects any milestone, it will be reviewed by Zuercher to determine if the issue can be corrected. Further corrections or revisions will be addressed under the Warranty provision of the Agreement.

Go live will not occur until all services, deliverables, and milestones included in this Scope of Work have been accepted by Customer.

The following Customer person(s) has been designated as the approver of milestones for the project:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit B: Pricing Detail

Software and Servers	Comments	Unit	Qty	Price	Total
Zuercher Suite Production Server (Dell Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 22,540	\$ 22,540
Zuercher Suite Training/Testing Server (Dell Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 14,360	\$ 14,360
Zuercher Suite Production CrimeView Server (Virtualized Server, OS, Software, Installation & Testing)			1	Included	Included
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Administration Core			1	\$ 4,000	\$ 4,000
Administration Core (Agency Site License)			1	\$ 7,315	\$ 7,315
CAD Core			1	\$ 15,000	\$ 15,000
CAD Core (Agency Site License)			1	\$ 28,125	\$ 28,125
CAD Advanced (Agency Site License)			1	\$ 9,375	\$ 9,375
CAD - Basic Paging Interface (SMTP/Email)			1	Included	Included
CAD - E911 (ANI/ALI) Interface	MARC/VESTA		1	Included	Included
Mapping Core			1	\$ 10,000	\$ 10,000
Mapping Core (Agency Site License) for Full-Time CAD Workstations		Per Agency	1	\$ 12,500	\$ 12,500
Mapping AVL (Agency Site License) for Full-Time CAD Workstations		Per Agency	1	\$ 10,500	\$ 10,500
Mapping AVL Playback (Agency Site License) for Full-Time CAD Workstations		Per Agency	1	\$ 5,500	\$ 5,500
Financial Core			1	Included	Included
Financial Core (Agency Site License)			1	Included	Included
Jail Core			1	\$ 20,000	\$ 20,000
Jail Core (Agency Site License)			1	\$ 2,363	\$ 2,363
Jail Advanced (Agency Site License)			1	\$ 788	\$ 788
Jail - Livescan/AFIS Interface (Export)	MorphoTrak		1	\$ 6,180	\$ 6,180
Jail - N-DEx Adapter (IB IEPD)			1	Included	Included
Jail - VINE Interface (Export)			1	\$ 5,090	\$ 5,090
Mobile Core			1	\$ 5,000	\$ 5,000
Mobile Accident Reporting		Per Unit	31	\$ 150	\$ 4,650
Mobile Accident Reporting Easy Street Draw		Per Unit	31	\$ 220	\$ 6,820
Mobile AVL		Per Unit	41	\$ 200	\$ 8,200
Mobile CAD		Per Unit	41	\$ 450	\$ 18,450
Mobile eCitations		Per Unit	45	\$ 350	\$ 15,750
Mobile Mapping		Per Unit	41	\$ 550	\$ 22,550
Mobile NCIC		Per Unit	41	Included	Included
Mobile Records		Per Unit	41	\$ 950	\$ 38,950
Personnel Core			1	Included	Included
Personnel Core (Agency Site License)			1	Included	Included
Personnel Advanced (Agency Site License)			1	\$ 2,727	\$ 2,727
Portal - Community Involvement Pack			1	\$ 5,568	\$ 5,568
Portal - Attorney Case View			1	\$ 5,568	\$ 5,568

Records Core			1	\$ 7,500	\$ 7,500
Records Core (Agency Site License)			1	\$ 59,100	\$ 59,100
Records Advanced (Agency Site License)			1	\$ 19,700	\$ 19,700
Records Accident Reporting			1	\$ 7,500	\$ 7,500
Records Accident Reporting State-Specific Form			1	\$ 7,500	\$ 7,500
Records eCitations			1	\$ 7,500	\$ 7,500
Records eCitations State-Specific Form			1	\$ 7,500	\$ 7,500
Records - MO Crime Reporting (MIBRS) Interface			1	Included	Included
Records - MO STARS Accident Reporting Interface (Export)			1	\$ 15,000	\$ 15,000
Records - MO eCitations Interface (Export)	JIS		1	\$ 15,000	\$ 15,000
Records - MoDEx Interface (Export)			1	\$ 12,500	\$ 12,500
Records - N-DEx Adapter (IA IEPD)			1	Included	Included
Reporting Core			1	Included	Included
Reporting Universal Interface Engine			1	Included	Included
Zuercher Suite - MULES/NCIC Interface (Basic Queries)	QA (Article), QB (Boat), QWRT (Driver's License), QG (Gun), QIR (Image), QVR (Vehicle Registration), Data Mining (MO only)		1	\$ 10,000	\$ 10,000
Zuercher Suite - MULES/NCIC Interface (Warrants)			1	\$ 10,000	\$ 10,000
Zuercher Suite - MULES/NCIC Interface (Additional States Data Mining)	KS		1	\$ 1,250	\$ 1,250
Zuercher Suite - Time Synchronization Interface			1	Included	Included
Software and Servers Pre-Discount Subtotal					\$ 487,917
Software and Servers Discount					\$ (175,356)
Software and Servers Total					\$ 312,561
<b>Subscriptions</b>					
	<b>Comments</b>	<b>Unit</b>	<b>Qty</b>	<b>Price</b>	<b>Total</b>
Field Ops Subscription (for Zuercher Mobile users)		Per User	45	\$ 120	\$ 5,400
Field Ops Subscription		Per User	5	\$ 360	\$ 1,800
Community Data Platform Subscription			1	Included	Included
IQ CrimeView Dashboard Subscription			1	\$ 7,325	\$ 7,325
Subscriptions Total					\$ 14,525
<b>Peripheral Hardware</b>					
	<b>Comments</b>	<b>Unit</b>	<b>Qty</b>	<b>Price</b>	<b>Total</b>
Jail - Mugshot Camera Package (Canon EOS Rebel)			3	\$ 1,396	\$ 4,187
Jail - Electronic Signature Pad (Topaz)			5	\$ 403	\$ 2,015
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)			1	\$ 949	\$ 949
Records - Property & Evidence Barcode Scanner - Wireless (Wasp)			1	\$ 351	\$ 351
Peripheral Hardware Total					\$ 7,502

Services	Comments	Unit	Qty	Price	Total
Project Manager					
2 round-trips anticipated		Per Project	1	\$ 46,258	\$ 46,258
Configuration and Business Process Review (BPR)					
2 round-trips anticipated		Per Project	1	\$ 13,890	\$ 13,890
Training					
- Administration					
- CAD					
- Jail					
- Mobile (Train the Trainer)					
- Records (Train the Trainer)					
- Refresher					
3 round-trips anticipated		Per Project	1	\$ 19,470	\$ 19,470
Go-live Support					
2 round-trips anticipated		Per Project	1	\$ 11,390	\$ 11,390
Mapping - One-time GIS Data Set Up			1	\$ 4,500	\$ 4,500
Data Conversion	EmergiTech CAD	Per Module	1	\$ 7,500	\$ 7,500
Data Conversion	EmergiTech RMS	Per Module	1	\$ 7,500	\$ 7,500
Data Conversion	EmergiTech JMS	Per Module	1	\$ 7,500	\$ 7,500
Data Conversion	EmergiTech Administration	Per Module	1	\$ 3,750	\$ 3,750
Data Conversion	EmergiTech Personnel	Per Module	1	\$ 3,750	\$ 3,750
IQ CrimeView Dashboard Implementation			1	\$ 25,200	\$ 25,200
IQ CrimeView Dashboard End User Training (remote)			1	\$ 1,400	\$ 1,400
IQ CrimeView Dashboard End User Reporting Training (remote)			1	\$ 700	\$ 700
IQ CrimeView Dashboard Admin Training (remote)			1	\$ 700	\$ 700
Services Pre-Discount Subtotal					\$ 153,508
Services Discount					\$ (8,100)
Services Total					\$ 145,408
<b>TOTALS</b>					
Software and Servers Pre-Discount Subtotal					\$ 487,917
Software and Servers Discount					\$ (175,356)
Software and Servers Total					\$ 312,561
Subscriptions Total					\$ 14,525
Peripheral Hardware Total					\$ 7,502
Services Total					\$ 145,408
TOTAL					\$ 479,996
<b>Recurring (Subscriptions &amp; Maintenance)</b>					
Subscriptions (Year 1)			1		Prepaid
Subscriptions (Year 2)			1		\$ 15,106
Subscriptions (Year 3)			1		\$ 15,710
Subscriptions (Year 4)			1		\$ 16,339
Subscriptions (Year 5)			1		\$ 16,992
Maintenance & Support (Year 1)			1		Included
Maintenance & Support (Year 2)			1		\$ 79,621
Maintenance & Support (Year 3)			1		\$ 82,806
Maintenance & Support (Year 4)			1		\$ 86,118
Maintenance & Support (Year 5)			1		\$ 89,563

## Exhibit C: Payment Schedule

The total amount of this contract is \$479,996.

The amounts due under this contract are as follows:

Upon contract execution	30%	\$143,998.80
Completion of server installation and connectivity	10%	\$47,999.60
Completion of Business Process Review	10%	\$47,999.60
Completion of Data Conversion testing	15%	\$71,999.40
Completion of User Training	10%	\$47,999.60
At Go Live	25%	\$119,999.00

Commencing one year after the System Go Live, an annual maintenance fee of \$79,621 and an annual subscription fee of \$15,106 will be due. Thereafter, these fees shall increase by an amount not to exceed 4% from the prior year for the first five years of the agreement. After year 5, these fees shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section [8.13 Taxes](#) for more information.

## Exhibit D: Maintenance Agreement

### 7.0 Term

The initial term of annual Maintenance under this Exhibit D begins on the date of Go Live and ends twelve (12) months thereafter. The fee for the initial term is included as a line item in the pricing set forth in Exhibit B: Pricing Detail. Maintenance is renewable on an annual basis upon payment of the applicable maintenance and support fee. Zuercher will invoice Customer prior to the end of each annual maintenance term.

### 8.0 Software Updates

While this Agreement has not expired, Zuercher will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by Zuercher pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

At a time mutually acceptable to both parties, Zuercher will install software updates remotely.

#### 8.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

#### 8.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

### 9.0 Support

#### 9.1 General Support

Zuercher shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for Zuercher Suite customers.

#### 9.2 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or

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changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of software install. Zuercher will provide daily GIS updates as part of this contract.

FOR CUSTOMERS WISHING TO AUTOMATE GIS UPDATE PROCESS: If a Customer wishes to perform their own automated updates to the software's GIS data, Zuercher can accommodate this request with following agreements from the Customer:

1. Approval for automation is dependent on a thorough GIS data review to check the quality of the Agency's GIS data and the Customer's willingness to meet the Zuercher Suite GIS Mapping Data Requirements.
2. No direct editing of GIS data is provided through Zuercher products; data must be maintained within a separate GIS environment. The processes to be automated include standard updates to the existing GIS data and does not include any changes to the map display such as labeling, symbology, etc. or adding or removing layers. Those non-automated changes would need to be coordinated with the Zuercher GIS group.
3. The updated GIS data is required to be placed on the Zuercher GIS Server in order for the update process to be automated. Zuercher will have no involvement in the setup or configuration of automated tasks prior to the data being placed onto the Zuercher GIS Server.
4. Once the update process is put into place, the Customer will not modify the GIS data format or configuration in any way. Any data changes will need to be communicated and agreed upon by the Zuercher GIS group for the automation to continue.
5. Any future issues with Zuercher Suite functionality attributed to changes to data format or configuration that result in Zuercher intervention to resolve will be billed to the customer.

### 9.3 Server Hardware Maintenance

Zuercher will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

### 9.4 Customer Responsibilities

#### 9.4.1 Access to Premises

Customer shall provide Zuercher with reasonable and timely access to the sites and personnel necessary for Zuercher to perform its obligations under this Agreement.

#### 9.4.2 Zuercher Server Access

Customer will ensure that all Zuercher Suite servers are directly network accessible to Zuercher at all times via SSH. There shall be no additional authorization or equipment required except as requested by Zuercher.

#### 9.4.3 System Administrator

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and Zuercher. At least one System Administrator must be available at all



times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

**9.4.4 Security**

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

**9.4.5 System Updates**

Customer shall work in good faith to allow Zuercher to install System updates as requested by Zuercher.

# Exhibit E: Network Requirement Specifications and Server Requirement Specification Document

## Sample - Server Requirement Specifications

\*Edited to fit each agency's needs.

The purpose of this document is to provide the bare-minimum information required from Zuercher to the agency and vice-versa to configure your system. We are happy to elaborate on any components you may have questions about.

### Basic Information:

- Date: 01/01/1970
- Agency Name: [Click here to enter text.](#)
- Modules: [Click here to enter text.](#)
- Project Manager: [Click here to enter text.](#)

### Contacts

Please identify at least one IT contact that will be available at the installation location on the day of installation.

- Contact Name(s): [Click here to enter text.](#)
- Contact Agency(ies): [Click here to enter text.](#)
- Contact Position(s): [Click here to enter text.](#)
- Telephone Number(s): [Click here to enter text.](#)
- Email Address(es): [Click here to enter text.](#)
- Contact Name(s): [Click here to enter text.](#)
- Contact Agency(ies): [Click here to enter text.](#)
- Contact Position(s): [Click here to enter text.](#)
- Telephone Number(s): [Click here to enter text.](#)
- Email Address(es): [Click here to enter text.](#)

### Network Settings

Please provide details to each of the following questions related to the network that will be used by Zuercher Suite.

1. Please describe the network in use between locations in which Zuercher Suite clients or servers will be present. Internal refers to the speeds which can be expected between the servers, one another and the clients. External refers to speeds to the internet.

Building Name/Location	Network Type	Internal Speed Up/Down	External Speed Up/Down
Example Building A	1000BASE-T LAN, Cable	1000 / 1000	10Mbps/50Mbps
<a href="#">Click here to enter text.</a>		/	/
<a href="#">Click here to enter text.</a>		/	/
<a href="#">Click here to enter text.</a>		/	/
<a href="#">Click here to enter text.</a>		/	/

Zuercher Suite Contract

2. Please indicate Yes or No to the following questions and provide any comments related to them if necessary. The purpose of this section is to consider any administrative/security features of your environment which may impact installation or running of the software.

Yes	No	Question	Notes
<input type="checkbox"/>	<input type="checkbox"/>	Are there any firewalls, web filters, or other intrusion detection system hardware or software in use that would prevent access client machines to or from the Zuercher servers?	<a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	Are there VPNs in use which will enable non-local clients to access the system? Do you anticipate users in other buildings having access to the Zuercher system and have you made arrangements to secure network traffic between them?	<a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	Are there any additional routes required for the Zuercher server to access network resources such as SMTP, NTP, SMB, or other servers not maintained by Zuercher Technologies?	<a href="#">Click here to enter text.</a>

3. Please itemize all subnets on which Zuercher Suite clients will reside, using CIDR notation. The Zuercher server firewalls will only allow access from clients in the specified ranges. Subsequent additions to this whitelist will require written authorization from your agency's IT department.

Network	Description
192.168.42.0/24	An example network.
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

### Reserved Addresses

Please provide one to two reserved addresses for future expansion within the same network range as the production servers. There are occasions when a temporary address is required to upgrade existing systems or to enable a new service. In order to minimize delays it is useful (but not required) to have two spare reserved addresses.

0.0.0.0  
0.0.0.0

Zuercher Suite Contract

**SMTP/Email Settings**

Please provide details to each of the following questions related to the SMTP services needed by the Zuercher Suite server(s). Zuercher will send mail via your existing email server or relay. Some defaults have been provided. Please ensure that your email server allows relay on this address and also does not impose a quota on sends:

SMTP Server Address	<a href="#">Click here to enter text.</a>	Use TLS?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sender Address	no-reply@zuercherportal.com	SMTP Port	25
SMTP Username	<a href="#">Click here to enter text.</a>	SMTP Password	secure

**Network Time Synchronization**

Please identify if the network time on Zuercher servers should be synchronized with an internal server (net clock) or a general Internet time synchronization service.

1. What type of server should be used to synchronize the time on the Zuercher servers?

- Internet
- Internal Server

If Internal Server, please provide the following:

IP Address                      nnn.nnn.nnn.nnn

**Hardware**

Zuercher Technologies will provide physical servers.

- Prod-0
- Training-0
- Standby-0

In addition, Zuercher provides a Lantronix Remote Access Device (KVM over Ethernet) to each physical location. We affectionately call them 'gizmos'. Zuercher provides one remote access device per physical location. The purpose of the device is to facilitate troubleshooting of extreme circumstances where servers cannot boot or are not reachable on the network. They are seldom needed yet essential.

- Gizmo-0
- Gizmo-1

The servers will be shipped with rails (if applicable) to fit into your existing infrastructure, however we ask that you consider the following for each server you receive at each of your data centers:

**Data Center Checklist**

Please use this checklist to ensure that your data center is prepared for the installation of production equipment and note any circumstances which may affect an optimal installation.

Yes	No	Question	Notes
<input type="checkbox"/>	<input type="checkbox"/>	Is there 2U rack space available for permanent use for each server?	<a href="#">Click here to enter text.</a>

Yes	No	Question	Notes
<input type="checkbox"/>	<input type="checkbox"/>	Is appropriate space available to place this server for permanent use?	<a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	Are there two Ethernet ports available on your switches for each server provided? Please note the port speed if not Gbe.	<a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	Are there two Ethernet cables that can be used permanently for each new Zuercher server that are long enough to go from the network switch to this server?	<a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	Are there two power outlets available for each server for permanent use?	<a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	Can the power setup handle dual 720w power supplies maximum draw from each server?	<a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	Will an uninterruptable power supply unit (UPS) be provided for each server? Will it handle the wattage requirements?	<a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	Is there at least one power source on a separate circuit (for the redundant power)?	<a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	Are the power outlets NEMA 5-15P (standard) or a non-standard configuration such as C13 outlets?	<a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	Is a VGA monitor and USB keyboard be available for initial server installation setup on the day of server installation?	<a href="#">Click here to enter text.</a>

### Per-Server Configuration Values

Zuercher Technology will set up the servers to specifically integrated with your network. Each server will need to have a reserved IP address, gateway, subnet mask, and DNS to use. Depending on its function, it may also need NAT/Firewall rules.

Best practice is to place Zuercher servers on their own subnet isolated from your other systems.

Prod-0

This server will run the following services:

- Primary Application/Database Server
- Primary NCIC Server
- Primary Map Server

1. Please identify the building, address, and telephone number for the location at which this server will be located.

Agency Name  
 Building/Location Name  
 Street Address

Network Information for Prod-0

Setting	Value	Notes
Primary Application/Database Server (On Prod-0)		
Static Public IP Address	0.0.0.0	Click here to enter text.
Static LAN IP Address	0.0.0.0	Click here to enter text.
Static IPMI IP Address	0.0.0.0	Click here to enter text.
Subnet Mask	0.0.0.0	Click here to enter text.
Gateway	0.0.0.0	Click here to enter text.
DNS 1	0.0.0.0	Click here to enter text.
DNS 2	0.0.0.0	Click here to enter text.
Primary NCIC Server (On Prod-0)		
Static LAN IP Address	0.0.0.0	Click here to enter text.
Subnet Mask	0.0.0.0	Click here to enter text.
Gateway	0.0.0.0	Click here to enter text.
DNS 1	0.0.0.0	Click here to enter text.
DNS 2	0.0.0.0	Click here to enter text.
Static State IP Address (Optional)	0.0.0.0	Click here to enter text.
State Routing Information (Optional)	0.0.0.0/0 via 0.0.0.0	Click here to enter text.
Primary Map Server (On Prod-0)		
Static LAN IP Address	0.0.0.0	Click here to enter text.
Subnet Mask	0.0.0.0	Click here to enter text.
Gateway	0.0.0.0	Click here to enter text.
DNS 1	0.0.0.0	Click here to enter text.
DNS 2	0.0.0.0	Click here to enter text.

Firewall/NAT for Prod-0:

From WAN Port	To Server Port	Comments
80	80	For portal, redirects to 443
443	443	For interfaces and portal
49876	49876	Remote management.

Training-0

This server will run the following services:

- Training Application/Database Server
- Temporary Conversion Server
- Support Server
- Crimeview Server

1. Please identify the building, address, and telephone number for the location at which this server will be located.

Agency Name  
 Building/Location Name  
 Street Address  
 City, State, ZIP Code  
 Telephone Number

Network Information for Training-0

Setting	Value	Notes
Training Application/Database Server (On Training-0)		
Static Public IP Address	0.0.0.0	Click here to enter text.
Static LAN IP Address	0.0.0.0	Click here to enter text.
Static IPMI IP Address	0.0.0.0	Click here to enter text.
Subnet Mask	0.0.0.0	Click here to enter text.
Gateway	0.0.0.0	Click here to enter text.
DNS 1	0.0.0.0	Click here to enter text.
DNS 2	0.0.0.0	Click here to enter text.
Temporary Conversion Server (On Training-0)		
Static LAN IP Address	0.0.0.0	Click here to enter text.
Subnet Mask	0.0.0.0	Click here to enter text.
Gateway	0.0.0.0	Click here to enter text.
DNS 1	0.0.0.0	Click here to enter text.
DNS 2	0.0.0.0	Click here to enter text.
Support Client (On Training-0)		
Static LAN IP Address	0.0.0.0	Click here to enter text.
Subnet Mask	0.0.0.0	Click here to enter text.
Gateway	0.0.0.0	Click here to enter text.
DNS 1	0.0.0.0	Click here to enter text.
DNS 2	0.0.0.0	Click here to enter text.
Omega Crimeview Server (On Training-0)		
Static LAN IP Address	0.0.0.0	Click here to enter text.
Subnet Mask	0.0.0.0	Click here to enter text.
Gateway	0.0.0.0	Click here to enter text.
DNS 1	0.0.0.0	Click here to enter text.
DNS 2	0.0.0.0	Click here to enter text.
Firewall/NAT for Training-0:		
From WAN Port	To Server Port	Comments
49877	49877	Remote management.

Standby-0

This server will run the following services:

- Standby Application/Database Server
- Standby NCIC Server
- Standby Map Server

1. Please identify the building, address, and telephone number for the location at which this server will be located.

Agency Name  
 Building/Location Name  
 Street Address  
 City, State, ZIP Code  
 Telephone Number

Network Information for Standby-0		
Setting	Value	Notes
Standby Application/Database Server (On Standby-0)		
Static Public IP Address	0.0.0.0	Click here to enter text.
Static LAN IP Address	0.0.0.0	Click here to enter text.
Static IPMI IP Address	0.0.0.0	Click here to enter text.
Subnet Mask	0.0.0.0	Click here to enter text.
Gateway	0.0.0.0	Click here to enter text.
DNS 1	0.0.0.0	Click here to enter text.
DNS 2	0.0.0.0	Click here to enter text.
Standby Map Server (On Standby-0)		
Static LAN IP Address	0.0.0.0	Click here to enter text.
Subnet Mask	0.0.0.0	Click here to enter text.
Gateway	0.0.0.0	Click here to enter text.
DNS 1	0.0.0.0	Click here to enter text.
DNS 2	0.0.0.0	Click here to enter text.
Standby NCIC Server (On Standby-0)		
Static LAN IP Address	0.0.0.0	Click here to enter text.
Subnet Mask	0.0.0.0	Click here to enter text.
Gateway	0.0.0.0	Click here to enter text.
DNS 1	0.0.0.0	Click here to enter text.
DNS 2	0.0.0.0	Click here to enter text.
Static State IP Address (Optional)	0.0.0.0	Click here to enter text.
State Routing Information (Optional)	0.0.0.0/0 via 0.0.0.0	Click here to enter text.

Firewall/NAT for Standby-0:

From WAN Port	To Server Port	Comments
49877	49877	Remote management.

Remote Access Device at Primary Site (Gizmo-0)

Please provide details to each of the following questions related to the remote access device.

1. Please indicate Yes or No to the following questions and provide any comments related to them if necessary.



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Yes	No	Question	Notes
<input type="checkbox"/>	<input type="checkbox"/>	Is there one Ethernet port available for this device for permanent use? Please note the port speed.	Click here to enter text.
<input type="checkbox"/>	<input type="checkbox"/>	Is there an Ethernet cable that can be used permanently for the device that is long enough to go from the network switch to this device?	Click here to enter text.
<input type="checkbox"/>	<input type="checkbox"/>	Is there one power outlet available for permanent use?	Click here to enter text.
<input type="checkbox"/>	<input type="checkbox"/>	Will an uninterruptable power supply unit (UPS) be provided for this device? If so, can it handle the addition of this device?	Click here to enter text.

Network Information for Gizmo-0

Setting	Value	Notes
Remote Access Device at Primary Site (Gizmo-0)		
Static Public IP Address	0.0.0.0	Click here to enter text.
Static LAN IP Address	0.0.0.0	Click here to enter text.
Subnet Mask	0.0.0.0	Click here to enter text.
Gateway	0.0.0.0	Click here to enter text.
DNS 1	0.0.0.0	Click here to enter text.
DNS 2	0.0.0.0	Click here to enter text.

Firewall/NAT for Gizmo-0:

From WAN Port	To Gizmo Port	Comments
4443	4443	Remote management. Restrict to 24.111.12.82, 208.53.200.130, 74.11.143.82

Remote Access Device at Standby Site (Gizmo-1)

Please provide details to each of the following questions related to the remote access device.

1. Please indicate Yes or No to the following questions and provide any comments related to them if necessary.

Yes	No	Question	Notes
<input type="checkbox"/>	<input type="checkbox"/>	Is there one Ethernet port available for this device for permanent use? Please note the port speed.	Click here to enter text.
<input type="checkbox"/>	<input type="checkbox"/>	Is there an Ethernet cable that can be used permanently for the device that is long enough to go from the network switch to this device?	Click here to enter text.

Zuercher Suite Contract

Yes	No	Question	Notes
<input type="checkbox"/>	<input type="checkbox"/>	Is there one power outlet available for permanent use?	<a href="#">Click here to enter text.</a>
<input type="checkbox"/>	<input type="checkbox"/>	Will an uninterruptable power supply unit (UPS) be provided for this device? If so, can it handle the addition of this device?	<a href="#">Click here to enter text.</a>

Network Information for Gizmo-1

Setting	Value	Notes
Remote Access Device at Primary Site (Gizmo-1)		
Static Public IP Address	0.0.0.0	<a href="#">Click here to enter text.</a>
Static LAN IP Address	0.0.0.0	<a href="#">Click here to enter text.</a>
Subnet Mask	0.0.0.0	<a href="#">Click here to enter text.</a>
Gateway	0.0.0.0	<a href="#">Click here to enter text.</a>
DNS 1	0.0.0.0	<a href="#">Click here to enter text.</a>
DNS 2	0.0.0.0	<a href="#">Click here to enter text.</a>

Firewall/NAT for Gizmo-1:

From WAN Port	To Gizmo Port	Comments
4444	4444	Remote management. Restrict to 24.111.12.82, 208.53.200.130, 74.11.143.82

### Vendor Sign Off (Optional)

I (we) certify that the server specifications identified above fully detail the technical specifics that are necessary for successfully configuring Zuercher Suite. I (we) also certify that the above listed specifications meet our understanding of the Agency's needs for the application.

_____ Signature	_____ Position	_____ Date
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_____ Signature	_____ Position	_____ Date
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_____ Signature	_____ Position	_____ Date
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### Agency Sign Off

I (we) certify that the server specifications identified above fully detail the requirements and technical aspects for successfully configuring Zuercher Suite per my (our) needs. Additionally, I (we) agree that the items listed above will meet all requirements for the servers per the terms of the contract relating to this project and any changes identified at a later date may incur additional charges and/or may delay the project.

_____ Signature	_____ Position	_____ Date
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_____ Signature	_____ Position	_____ Date
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_____ Signature	_____ Position	_____ Date
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## Sample - Network Requirement Specifications

\*Edited to fit each agency's needs.

### Basic Information:

Date: 01/01/1970

Agency Name: [Click here to enter text.](#)

Modules: [Click here to enter text.](#)

Project Manager: [Click here to enter text.](#)

### Contacts

Please identify at least one IT contact that will be available at the installation location on the day of installation.

Contact Name(s): [Click here to enter text.](#)

Contact Agency(ies): [Click here to enter text.](#)

Contact Position(s): [Click here to enter text.](#)

Telephone Number(s): [Click here to enter text.](#)

Email Address(es): [Click here to enter text.](#)

Contact Name(s): [Click here to enter text.](#)

Contact Agency(ies): [Click here to enter text.](#)

Contact Position(s): [Click here to enter text.](#)

Telephone Number(s): [Click here to enter text.](#)

Email Address(es): [Click here to enter text.](#)

### IP Addresses

The following number of static IP addresses are required.

Server	IP Addresses	Notes
Production Server (Prod-0)	4	Server, IPMI, NCIC, Map
Training Server (Training-0)	3	Server, IPMI, Conversion
Standby Server (Standby-0)	4	Server, IPMI, Standby Map, Standby NCIC
Remote Management Device (Gizmo-0)	1	Remote Management Device
Remote Management Device (Gizmo-1)	1	Remote Management Device
Reserved	2	Reserved IP Addresses (or leave extra space in address block)

### Latency and Bandwidth

Zuercher Suite is a client/server application and works best in a low-latency, high bandwidth environment.

	Minimum Supported	Ideal Operation
Desktop Latency	< 30ms	Local Area Network

## Zuercher Suite Contract

<b>Desktop Bandwidth</b>	> 200KBps per client	Gigabit Ethernet or above
<b>Mobile Latency</b>	< 300ms	< 180ms
<b>Mobile Bandwidth</b>	> 12KBps	Consistent 4G Service
<b>WAN Upload Bandwidth</b>	2kBps per active client	4kBps per active client
<b>WAN Download Bandwidth</b>	200kBps	1MBps
<b>Production &lt;-&gt; Standby</b>	10kBps per active client	25kBps per active client

**Ports**

The specified ports must allow both TCP and UDP, unless otherwise specified. Traffic to and from the IPs listed above should be excluded from any filters on all the specified ports. Items marked X are required. Items marked O are optional with the deciding factor listed in the notes.

**LAN Ports**

Ports listed in the LAN Ports section do not need to be configured unless there is a firewall between the LAN and the Zuercher servers.

Port(s)	LAN In	LAN Out	Purpose	Notes
22	X	X	SSH	
25		X	SMTP	Agency SMTP server
53		X	DNS	
80	X	X	HTTP	
123		X	NTP	UDP only; Uses public if not provided by LAN
135	X	X	DCE Res.	
137 – 139	X	X	NetBIOS	
389		X	LDAP	If AD Authentication is used
443	X	X	HTTPS	
445	X	X	SMB	Many interfaces use shares
623	X	X	IPMI	Remote server management
636		X	LDAPS	If Secure AD directory is used
3389	X	X	RDP	VM Management
4443	X	X	Gizmo	Remote management via gizmo
5222	X	X	Chat	
5432	X	X	Postgres DB	
6432	X	X	Pool DB	
6080	X	X	Map Service	Only required for server-based mapping.
31410 – 31419	X	X	ZT Internal	

**Public Ports**

Ports listed in the Public In column need to be forwarded to a Zuercher server from its corresponding Public IP.

Port(s)	Public In	Public Out	Purpose	Notes
49876-	X	X	SSH	Server Monitoring; One forward per server required.
22		X	SSH/SFTP	SFTP interfaces, pushing and pulling files from Zuercher
25		O	SMTP	To agency SMTP server; Server alert emails.

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80	X	X	HTTP	In: Public web portal; Forward to Web server only (if available). Redirects to HTTPS (443).
123		O	NTP	Out: Updates; UDP only; Uses public if not provided by LAN.
443	X	X	HTTPS	In: Public web portal, certain interfaces. Forward to Web server only (if available).
4443	X	X	Gizmo	Out: Software Updates; Server Monitoring; Some interfaces. Remote management interface limited to ZT IPs (24.111.12.82, 208.53.200.130); On forward per gizmo.
27000		X	ArcGIS	Centralized license management. (Mapping only)
31410		X	Logging	Alternate to direct https post logging
31411-31412, 31418	X	X	ZT Internal	Reserved for future use

## State NCIC Connection

The Zuercher Technologies server needs to connect to the state NCIC server and may require additional routing information, firewall rules, an additional static IP address, or a physical connection. Please provide any relevant details for connecting to: <Get server/port from the comments>

[Click here to enter text.](#)

**VPN Access**

If Zuercher Technologies will require access to a VPN to access the servers, please provide any relevant details.

Required VPN Software: [Click here to enter text.](#)

Required VPN Hardware: [Click here to enter text.](#)

Any Additional Notes: [Click here to enter text.](#)

Credentials: Please communicate these to Zuercher Technologies via some secure means.

**Network Setup Notes****IMPORTANT:**

Client access to Zuercher Suite servers must be to a single, secure, private IP address space. Therefore remote clients/mobiles will need a VPN or other solution to function.

Agency Sign Off

I (we) certify that I (we) have configured all of the necessary network requirements as specified. Additionally, I (we) understand that any items not configured per specifications, are not noted as being different from specifications, or are found to be incomplete may delay the project and/or limit Zuercher Technologies' ability to access the system.

_____ Signature	_____ Position	_____ Date
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_____ Signature	_____ Position	_____ Date
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_____ Signature	_____ Position	_____ Date
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## Exhibit F: Sample Business Practice Review (BPR) Agenda and Verification

### Business Practice Review (BPR) Agenda and Verification

#### Agency, Modules

Topic: Business Practice Review (BPR)  
Date(s): 4/25/2013  
Invitees: Zuercher Staff: Enter your ZT staff here  
Lee's Summit Police Department Staff: Agency PM and Build Team / Module Decision Makers

#### Objective

During the BPR process, the Zuercher staff will lead a demonstration of the Zuercher Suite product and modules listed below. It is imperative agency staff members are prepared to discuss current processes and procedures. Please schedule the appropriate staff in each session to ensure a successful BPR.

#### Requirements

The following are items are required for successful BPR:

- Conference Room
- Projector and Screen (setup) or Big Screen Monitor (all class able to see)
  - Non CAD – one projector and one screen
  - CAD – two projectors and two screens
- Computer with network connection with most recent Zuercher Suite version installed and tested
- Dedicated internet connection for Zuercher Staff to utilize
- PM or Main Decision Maker in each class (If more than one BPR session going on at once please make sure each area is covered)
- Subject Matter Experts in every class
- 3-5 computers with monitors for agency build teams to configure Zuercher Suite after demo





Wednesday, February 10, 2016 (remote via gotomeeting)

Time	Topic	Description	Zuercher Staff	Recommended Users
8:30 AM – 10:00 AM	Introductions and Zuercher Suite Basics	Demo of: <ul style="list-style-type: none"> <li>• Sign in &amp; Main Menu</li> <li>• Dashboard</li> <li>• Main Menu</li> <li>• Help and Support</li> <li>• Master Searches</li> <li>• Personnel</li> <li>• System Administration Items</li> </ul>	Type in your ZT staff here	<Agency PM> and all Build Team members
10:00 AM – 12:00 PM	Administration Module	<ul style="list-style-type: none"> <li>• Equipment</li> <li>• Inventory</li> <li>• Fleet</li> <li>• Citizen Feedback</li> <li>• Service Dogs</li> <li>• Purchase Requisition</li> <li>• Policy Manual</li> </ul>	Type in your ZT staff here	<Agency PM> and Administration Build Team members

Wednesday, February 10, 2016 (remote via gotomeeting)

Time	Topic	Description	Zuercher Staff	Recommended Users
8:30 AM – 12:00 PM	Civil Module	Demo of: <ul style="list-style-type: none"> <li>• Civil Cases</li> <li>• Civil Process Log</li> <li>• Civil Paper</li> <li>• Execution</li> <li>• Distress Warrant (SD)</li> <li>• Foreclosure (SD)</li> <li>• Invoices &amp; Invoice Payment Receipts</li> <li>• Garnishment (LA)</li> <li>• Moveable Seizure (LA)</li> </ul>	Type in your ZT staff here	<Agency PM> and Civil Build Team members

Time	Topic	Description	Zuercher Staff	Recommended Users
		<ul style="list-style-type: none"> <li>Real Estate Seizure (LA)</li> <li>Levy (FL)</li> </ul>		

Wednesday, February 10, 2016 (remote via gotomeeting)

Time	Topic	Description	Zuercher Staff	Recommended Users
8:30 AM – 12:00 PM	Financial Module	Demo of: <ul style="list-style-type: none"> <li>Invoices</li> <li>Receipts</li> <li>Disbursements</li> <li>Bank Deposits</li> <li>Bank Reconciliation</li> <li>Reports</li> <li>Bank Transfers</li> <li>Bills</li> <li>Budgets</li> <li>Cash Drawers</li> <li>Chart of Accounts</li> <li>Checks</li> <li>Customers</li> <li>Fiscal Period</li> <li>General Ledger</li> <li>Inmate Expenses</li> <li>Vendors</li> </ul>	Type in your ZT staff here	<Agency PM> and Civil Build Team members

Wednesday, February 10, 2016 (remote via gotomeeting)

Time	Topic	Description	Zuercher Staff	Recommended Users
8:30 AM – 12:00 PM	Courts Module	Courts Demo and Configuration <ul style="list-style-type: none"> <li>Courts Cases</li> <li>New Court Case</li> <li>New Court Case from Citation</li> <li>Bulk Add / Print Custom</li> </ul>	Type in your ZT staff here	<Agency PM> and Courts Build Team members

Time	Topic	Description	Zuercher Staff	Recommended Users
		Forms • Invoices & Receipts		

Wednesday, February 10, 2016 (remote via gotomeeting)

Time	Topic	Description	Zuercher Staff	Recommended Users
8:30 AM – 12:00 PM	Records Module	Demo of: • Pawn Property • Protection Orders • Field Identification • Parking Tickets • Pistol Permits • Sex Offenders • Warrants	Type in your ZT staff here	<Agency PM> and Records and Patrol Build Team members

Wednesday, February 10, 2016 Onsite

Time	Topic	Description	Zuercher Staff	Recommended Users
8:00 AM – 5:00 PM	Travel	Zuercher Staff will be traveling	Type in your ZT staff here	
		If time allows, Meet and Greet!	Type in your ZT staff here	<Agency PM>

Wednesday, February 10, 2016 Onsite

Time	Topic	Description	Zuercher Staff	Recommended Users
8:30 AM – 12:00 PM	CAD Module Mobile CAD	• CFS Log • New CFS • New Traffic Stop • Commands • Navigation Shortcut Keys • CAD Window Configuration (ANI/ALI, NCIC, Instant Message, Unit Statuses, CFS Statuses)	Type in your ZT staff here	<Agency PM> and CAD and Patrol Build Team members

Time	Topic	Description	Zuercher Staff	Recommended Users
		<ul style="list-style-type: none"> <li>• Tow Call Log</li> <li>• Bulletins</li> <li>• CAD Command Log</li> <li>• Send Page</li> <li>• Paging History</li> <li>• Shifts</li> <li>• Shift Supervisor</li> <li>• Scheduled Calls</li> <li>• Alarm Billing &amp; Alarm Calls</li> <li>• Triple I</li> <li>• Mapping Features</li> </ul>		
12:00 PM – 1:15 PM	Lunch			
1:15 PM – 5:00 PM	CAD Module Mobile CAD	<ul style="list-style-type: none"> <li>• CAD and Map Demo and then configuration with assistance from Zuercher</li> </ul>	Type in your ZT staff here	<Agency PM> and CAD and Patrol Build Team members

**Wednesday, February 10, 2016 Onsite**

Time	Topic	Description	Zuercher Staff	Recommended Users
8:30 AM – 12:00 PM	Records/Cases Module	Demo of Records and Cases and then configuration <ul style="list-style-type: none"> <li>• Pawn Property</li> <li>• Protection Orders</li> <li>• Field Identification</li> <li>• Parking Tickets</li> <li>• Pistol Permits</li> <li>• Sex Offenders</li> <li>• Warrants</li> <li>• Accident Reports</li> <li>• Citations or eCitations</li> <li>• Case Reports</li> <li>• Property &amp; Evidence</li> </ul>	Type in your ZT staff here	<Agency PM> and Records and Patrol Build Team members
12:00 PM – 1:15 PM	Lunch			

Time	Topic	Description	Zuercher Staff	Recommended Users
1:15 PM – 5:00 PM	Records Module	Demo of Records and then configuration assistance from Zuercher	Type in your ZT staff here	<Agency PM> and Records and Patrol Build Team members

**Wednesday, February 10, 2016 Onsite**

Time	Topic	Description	Zuercher Staff	Recommended Users
8:30 AM – 12:00 PM	Jail Module	Jail Demo <ul style="list-style-type: none"> <li>• Current Inmates</li> <li>• Intake Inmate</li> <li>• Book Inmate</li> <li>• Inmate Profile Page</li> <li>• Inmate Release</li> <li>• Search Inmates</li> <li>• Cell Occupancy, Cell Checks &amp; Head Counts</li> <li>• Classifications</li> <li>• Jail Log</li> <li>• Inmate Activities</li> <li>• Inmate Transportation</li> <li>• Inmate Classes</li> <li>• Inmate Work Shifts</li> <li>• Stay Scheduling</li> <li>• Court Events</li> <li>• Bond Payments</li> <li>• Inmate Bank</li> <li>• Inmate Medicine</li> <li>• Inmate Checks</li> <li>• Incident Reports</li> <li>• Disciplinary Actions</li> <li>• Shift Log &amp; Shift Events</li> <li>• Inmate Billing</li> <li>• Advanced Inmate Bank (if</li> </ul>	Type in your ZT staff here	<Agency PM> and Jail Build Team members

Time	Topic	Description	Zuercher Staff	Recommended Users
		not using Commissary Interface) <ul style="list-style-type: none"> <li>Extend (Head Count, Inmate Activities, Shift Log &amp; Cell Check)</li> </ul>		
12:00 PM – 1:15 PM	Lunch			
1:15 PM – 5:00 PM	Jail Module	<ul style="list-style-type: none"> <li>Jail Demo and then configuration with assistance from Zuercher</li> </ul>	Type in your ZT staff here	<Agency PM> and Jail Build Team members

Wednesday, February 10, 2016 Onsite

Time	Topic	Description	Zuercher Staff	Recommended Users
8:00 AM – 5:00 PM	Travel	Zuercher Staff travels home	Type in your ZT staff here	



### Lee's Summit Police Department Sign Off – BPR Verification

I (we) certify that we agree to the above proposed Business Practice Review with Zuercher Technologies and the topics listed above.

_____ Signature	_____ Position	_____ Date
_____ Signature	_____ Position	_____ Date
_____ Signature	_____ Position	_____ Date

## Exhibit G: Sample Training Syllabus

### 9.6 Training Requirements

The following items are required for successful training:

Trainer Resources	Trainee Resources
<ul style="list-style-type: none"> <li>• One computer with a network connection</li> <li>• Most recent Zuercher Suite version installed and tested                             <ul style="list-style-type: none"> <li>○ Zuercher Mapping installed and tested</li> </ul> </li> <li>• Conference Room or Training Room (preferred)</li> <li>• Projectors and screens set up and tested                             <ul style="list-style-type: none"> <li>○ Non CAD – one projector and screen</li> <li>○ CAD – two projectors and two screens</li> </ul> </li> <li>• Podium or desk for trainer</li> </ul>	<ul style="list-style-type: none"> <li>• Computers with network connections                             <ul style="list-style-type: none"> <li>○ Non CAD – minimum of one monitor</li> <li>○ CAD – minimum of two monitors</li> </ul> </li> <li>• Most recent Zuercher Suite Version installed at each workstation                             <ul style="list-style-type: none"> <li>○ Zuercher Mapping installed and tested</li> <li>○ Tested user login for each trainee</li> <li>○ Third-party devices connected and tested</li> </ul> </li> </ul>

1-3 Zuercher Business Analysts or Training Specialists may be involved with each training session, based on attendees. Additionally, every training class should have the following:

- Supervisor or Build Team member present for policy questions
- No more than two trainees at each workstation

### 9.7 Zuercher Suite Training Session Descriptions

The following sections provide a summary of each training session offered for Zuercher Suite. Each training session contains a detailed description, topics, recommended time, location, requirements, and recommended attendees. Zuercher uses scenario based training style, meaning the project team will be asking the agency to provide real life scenarios for each training session.



## 9.8 CAD and Mapping

The CAD and Mapping training session prepares users to efficiently handle any Call for Service (CFS) from start to finish. Staff will learn how to create a new CFS, configure CAD windows, and use the command line to quickly update units and calls or run NCIC queries. The scenarios will teach users how to manage unit statuses, calls, send pages, and assign recommended units to calls seamlessly. The course will cover how to search, create, and add alerts to names, vehicles, and addresses.

If the agency purchased Zuercher Mapping, then Mapping features will be demonstrated and the training will focus on how to navigate, route, and search map layers.

For agencies using Mobile CAD, Zuercher offers a combined 2-hour CAD and Mobile CAD scenario based training session where communications and law enforcement can practice real life scenarios together.

Standard Topics	Optional Topics
<ul style="list-style-type: none"> <li>• CFS Log</li> <li>• CAD Window Configuration</li> <li>• Command Line vs. Point and Click</li> <li>• New CFS</li> <li>• New Traffic Stop or Officer Initiated</li> <li>• ANI/ALI</li> <li>• Unit Recommendation</li> <li>• Shortcuts and Hotkeys</li> <li>• Master Searches</li> <li>• Tow Log</li> <li>• Bulletins</li> <li>• CAD Command Log</li> <li>• Location Alerts</li> <li>• Alarm Billing</li> <li>• Scheduled Calls</li> </ul>	<ul style="list-style-type: none"> <li>• Zuercher Mapping</li> <li>• AVL and AVL Playback</li> <li>• Other Records (Warrants, Citations, etc.)</li> <li>• NCIC</li> </ul>
	<h3 data-bbox="820 951 1404 989">Class Requirements</h3> <p data-bbox="820 993 1404 1024">Time: 6 hours.</p> <p data-bbox="820 1031 1404 1062">Location: Onsite prior to Go Live.</p> <p data-bbox="820 1068 1404 1100">Agency to provide:</p> <ul style="list-style-type: none"> <li>• Two-monitor workstations</li> <li>• Mapping installed, if purchased</li> <li>• Scenarios</li> </ul> <p data-bbox="820 1234 1404 1266">Attendees: Communications staff, supervisors.</p> <p data-bbox="820 1272 1404 1304">Prerequisites: None</p>

## 9.9 Mobile CAD and Mobile Records

The Mobile CAD and Records training session covers Mobile CAD, Mobile Records, eCitations, Accident Reporting, Civil, and Fleet Management. Staff will learn to locate names, vehicles, address history, run NCIC queries, and customize the Mobile CAD screen. The scenarios will teach users how to update statuses, respond to calls, create cases, and send cases for approval. If an agency purchased the Zuercher Suite eCitations or Accident Reporting feature, then Zuercher will demonstrate how to create, print, upload, and import the records.

Mapping features are demonstrated during CAD and Mobile CAD training session and the training will focus on how to navigate, route, and search map layers.

For agencies using CAD, Zuercher offers a combined 2-hour CAD and Mobile CAD scenario based training session where communications and law enforcement can practice real life scenarios together.

Standard Topics	Optional Topics		
<ul style="list-style-type: none"> <li>• Mobile CAD Configuration</li> <li>• Response View</li> <li>• Officer Initiated</li> <li>• Traffic Stop</li> <li>• Case Reports</li> <li>• Shortcuts and Hotkeys</li> <li>• Dashboard</li> <li>• Master Searches</li> <li>• Equipment (DL Swipe, GPS, Printer, etc.)</li> <li>• Other Mobile Records</li> </ul>	<ul style="list-style-type: none"> <li>• Zuercher Mapping</li> <li>• AVL and AVL Playback</li> <li>• eCitations</li> <li>• Accident Reporting</li> <li>• NCIC</li> </ul>		
	<table border="1"> <thead> <tr> <th data-bbox="820 1003 1403 1045">Class Requirements</th> </tr> </thead> <tbody> <tr> <td data-bbox="820 1045 1403 1409">                     Time: 4 hours.                      Location: Onsite prior to Go Live.                      Agency to provide:                     <ul style="list-style-type: none"> <li>• Equipment installed</li> <li>• Mapping installed, if purchased</li> <li>• Scenarios</li> </ul>                     Attendees: Law Enforcement staff and supervisors.                      Prerequisites: None                 </td> </tr> </tbody> </table>	Class Requirements	Time: 4 hours. Location: Onsite prior to Go Live. Agency to provide: <ul style="list-style-type: none"> <li>• Equipment installed</li> <li>• Mapping installed, if purchased</li> <li>• Scenarios</li> </ul> Attendees: Law Enforcement staff and supervisors. Prerequisites: None
Class Requirements			
Time: 4 hours. Location: Onsite prior to Go Live. Agency to provide: <ul style="list-style-type: none"> <li>• Equipment installed</li> <li>• Mapping installed, if purchased</li> <li>• Scenarios</li> </ul> Attendees: Law Enforcement staff and supervisors. Prerequisites: None			

## 9.10 CAD and Mobile CAD Scenarios

The CAD and Mobile CAD scenario sessions allows the communications and law enforcement staff to learn firsthand the connection of CAD and Mobile CAD by practicing real life scenarios together. Staff will create calls for service, assign units, and respond to calls in the same training session.

### Standard Topics

- CAD and Mobile CAD Interaction
- CFS, NCIC, and Case Report Scenarios

### Class Requirements

Time: 6 hours.

Location: Onsite prior to Go Live.

Agency to provide:

- Two-monitor workstations
- Mapping installed, if purchased
- Scenarios

Attendees: Communications and Law Enforcement staff.

Prerequisites: None

## 9.11 Records (Desktop)

The Records training session covers a variety of topics within the Zuercher Suite records module but focuses heavily on the case report and how different departments use it. Staff will learn how to search, create, add information, and edit case reports. The Records training can also be divided into specific sessions for CID, Attorneys, Supervisors, Command Staff, and Records Management, or by specific topics such as Warrants, Sex Offenders, Pistol Permits, and Protection Orders.

### Standard Topics

- Case Reports
- Investigative Leads
- Property and Evidence
- Citations and Warnings
- Field Identification
- Warrants
- Protection Orders
- Bicycle Registration
- Parking Ticket
- Pistol Permit
- Triple I
- Pawn Property
- Sex Offender
- State Reporting
- Custom Forms

### Optional Topics

- Intelligence Module
- eCitations
- Accident Reporting
- NCIC

### Class Requirements

Time: 2 hours.

Location: Remote or onsite prior to Go Live.

Agency to provide:

- Sessions divided by training topics, job function, and/or department
- Scenarios

Attendees: Non-mobile records users.

Prerequisites: None

## 9.12 Property and Evidence Management

The Property and Evidence Management training session prepares staff for tracking all property and evidence from temporary storage to release. The session includes tracking the disposition of items, reminders for disposal, and the chain of custody log. If an agency purchased the Extend solution, custodian management pieces and digital signatures on the tablet will also be covered.

### Standard Topics

- Searching, adding, editing, and managing property
- CFS, NCIC, and Case Report Scenarios

### Class Requirements

Time: 2 hours.

Location: Remote or onsite prior to Go Live.

Agency to provide:

- Two-monitor workstations
- Mapping installed, if purchased
- Scenarios

Attendees: Evidence technicians, supervisors.

Prerequisites: None

## 9.13 State Reporting

The State Reporting scenario training provides an overview on how to view and address state reporting errors on case reports. Staff will walk through several case report scenarios which require users to enter specific information before submitting to the state reporting repository. The training will prepare users for the post Go Live state reporting certification process.

### Class Requirements

Time: 2 hours.

Location: Remote or onsite prior to Go Live.

Prerequisites: Attend Records training

Attendees: Individuals submitting NIBRS/UCR information to the State Repository.

## 9.14 Investigations, Intel, and Investigative Leads (Desktop)

The Investigations, Intel, and Investigative Leads training session covers how an investigations team will create and manage their cases. It includes topics such as creating, editing, searching, and sending for final approval. Users will learn how to add evidence, narratives, and recordings by using scenarios provided by the agency. If users elect to use the Intel and Investigative Leads modules, then Zuercher will provide extra time to learn how to use those features.

### Standard Topics

- Case Reports
- Intelligence Module
- Investigative Leads
- Case Approval

### Class Requirements

Time: 2 hours.

Location: Remote or onsite prior to Go Live.

Prerequisites: Attend Records training

Attendees: Investigations or CID.

### 9.15 Records Administrators and Case Workflow (Desktop)

This Administrators and Case Workflow training sessions focus on case report management, including editing, printing, and approving case reports. Creating a case report will not be covered, so administrative users will want to attend the Mobile Records and/or Records training sessions in conjunction with this.

#### Standard Topics

- Editing, reviewing, and printing case reports
- Case Approval

#### Class Requirements

Time: 2 hours.

Location: Remote or onsite prior to Go Live.

Prerequisites: Attend Records or Mobile Records training

Attendees: Command staff, administrators, case approvers.

### 9.16 Reporting

This Reporting training session outlines the simple and straightforward process to create reports and does not require SQL experience. The session demonstrates how filters, sorting, and grouping can be applied to display the data as desired. Users will learn how to create custom dashboard parts to display information relevant to an agency's day-to-day activities on the dashboard. Based on the reports, users will be able to create charts, graphs, and heat maps.

#### Standard Topics

- List-style Reports
- Cross-tab Reports
- Formatting Reports
- Charts & Graphs
- Custom Dashboard Parts
- Recurring Reports

#### Class Requirements

Time: 2 hours.

Location: Remote or onsite prior to Go Live.

Agency to provide:

- Scenarios

Attendees: Supervisors, any staff that needs to create reports.

Prerequisites: Attend any training

### 9.17 Agency Administration

The Agency Administration training session covers a variety of functions, including tracking mileage, fuel, and other services in Fleet Management. Users will learn how to manage equipment, inventory, and purchase requests. Users can learn how to log and track service dog information, update and search the policy manual, and handle citizen feedback. This session can also be divided into specific job functions: Management of Equipment, Inventory, Service Dogs, Policy Manuals, and Fleet.

Standard Topics
<ul style="list-style-type: none"> <li>• Fleet Management</li> <li>• Equipment</li> <li>• Inventory</li> <li>• Service Dogs</li> <li>• Policy Manual</li> <li>• Purchase Requisitions</li> </ul>

Class Requirements
<p>Time: 2 hours.</p> <p>Location: Remote or onsite prior to Go Live.</p> <p>Agency to provide:</p> <ul style="list-style-type: none"> <li>• Sessions divided by job function, or department</li> <li>• Scenarios</li> </ul> <p>Attendees: Staff managing any of the following: Fleet, Equipment, Inventory, Service Dogs, Policy Manual, or Purchase Requisitions.</p> <p>Prerequisites: None</p>

### 9.18 Personnel Management

The Personnel Management training session covers the Zuercher Suite Personnel module. Users will learn how to create and edit personnel records, and assign permissions to personnel. Users will be able to track trainings, disciplinary actions, promotions, citizen feedback, and commendations.

Standard Topics
<ul style="list-style-type: none"> <li>• Personnel Records</li> <li>• Permissions &amp; Personnel Groups</li> <li>• Personnel Forms &amp; Categories</li> <li>• Promotions</li> <li>• Commendations</li> <li>• Disciplinary Actions</li> <li>• Equipment Audit</li> <li>• Training</li> </ul>

Class Requirements
<p>Time: 2 hours.</p> <p>Location: Remote prior to Go Live.</p> <p>Agency to provide:</p> <ul style="list-style-type: none"> <li>• Scenarios</li> </ul> <p>Attendees: Build team, HR department, and/or supervisors.</p> <p>Prerequisites: None</p>

### 9.19 Financial Management

The Financial Management training session shows staff how to create invoices, accept payments, write disbursement checks, and create bank deposits. Financial reporting, manual ledger entries, and reviewing the general ledger are also covered. If an agency purchased the full Financial package, bank reconciliations, bank transfers, budgets, and cash drawers will also be covered.

Basic Financial Topics	Full Financial Topics
<ul style="list-style-type: none"> <li>• Funds</li> <li>• Fiscal Periods</li> <li>• Invoices</li> <li>• Receipts</li> <li>• Invoice Payment Receipts</li> <li>• Deposit Receipts</li> <li>• Disbursements</li>   <li>• Bank Deposits</li> <li>• Checks</li> <li>• Bills and Vendors (Purchase Requisitions)</li> <li>• Chart of Accounts and Reports</li> <li>• Customer List</li> </ul>	<ul style="list-style-type: none"> <li>• Bank Reconciliation</li> <li>• Bank Transfers</li> <li>• Budgets</li> <li>• Cash Drawers</li> </ul>
	Class Requirements
	<p>Time: 2 hours for basic, 4 hours for full Financial.</p> <p>Location: Remote or onsite prior to Go Live.</p> <p>Agency to provide:</p> <ul style="list-style-type: none"> <li>• A list of monthly reports.</li> </ul> <p>Attendees: Financial personnel.</p> <p>Prerequisites: None</p>

### 9.20 Financial Management – After Go Live

After an agency is live with Zuercher Suite, Zuercher will provide two remote training sessions for the Financial team. One training session will be scheduled one to two weeks after Go Live and the other session one month after Go Live. These sessions will review how to create invoices, accept payments, write disbursement checks, create bank deposits, and write refund checks. Users will learn how to view monthly income balances and use the Receipt Income and Disbursement reports.

Basic Financial Topics	Full Financial Topics
<ul style="list-style-type: none"> <li>• Funds</li> <li>• Fiscal Periods</li> <li>• Invoices</li> <li>• Receipts</li> <li>• Invoice Payment Receipts</li> <li>• Deposit Receipts</li> <li>• Disbursements</li>   <li>• Bank Deposits</li> <li>• Checks</li> <li>• Bills and Vendors (Purchase Requisitions)</li> <li>• Chart of Accounts and Reports</li> <li>• Customer List</li> </ul>	<ul style="list-style-type: none"> <li>• Bank Reconciliation</li> <li>• Bank Transfers</li> <li>• Budgets</li> <li>• Cash Drawers</li> </ul>
	Class Requirements
	<p>Time: 2 hours for basic, 4 hours for full Financial.</p> <p>Location: Remote after Go Live.</p> <p>Agency to provide:</p> <ul style="list-style-type: none"> <li>• A list of monthly reports.</li> </ul> <p>Attendees: Financial personnel.</p> <p>Prerequisites: None</p>





### 9.21 Jail

The Jail training session will guide staff through the intake, booking, and release wizards. Whether an agency handles inmates on a bulk or individual level, this session will include how to create cell transfers, inmate checks, sentence calculations, disburse medicine, schedule activities, and write incident and disciplinary action reports. If a facility is divided into certain departments by job function, then Zuercher can divide the training into sessions based on specific topics (see example training sessions below).

Standard Topics	Optional Topics
<ul style="list-style-type: none"> <li>• Viewing and Searching Inmates</li> <li>• Intake and Booking</li> <li>• Individual vs. Bulk Management</li> <li>• Activities and Transportation</li> <li>• Shift Log</li> <li>• Classification</li> <li>• Stay Scheduling</li> <li>• Issued and Personal Property</li> <li>• Medicine</li> <li>• Incident Reports and Disciplinary Actions</li> <li>• Victim Notification</li> <li>• Inmate Expenses and Payment</li> <li>• Jail Billing Report</li> <li>• Head Counts and Cell Checks</li> <li>• Custom Forms</li> </ul>	<ul style="list-style-type: none"> <li>• Advanced Inmate Bank</li> <li>• Wristband Printer and Digital Signatures</li> </ul>
	Class Requirements
	<p>Time: 6 hours.</p> <p>Location: Remote or onsite prior to Go Live.</p> <p>Agency to provide:</p> <ul style="list-style-type: none"> <li>• Equipment installed prior to training</li> <li>• Scenarios</li> </ul> <p>Attendees: Correctional officers, supervisors.</p> <p>Prerequisites: None</p>

### 9.22 Jail – Medical

The Jail Medical training session demonstrates how to track the medical history and distribute medicine to inmates. Users will also learn how to search for inmates and view inmate alerts.

Standard Topics	Class Requirements
<ul style="list-style-type: none"> <li>• Add Medicine</li> <li>• Dispense Medicine</li> <li>• Print Reports</li> <li>• Digital Signatures</li> </ul>	<p>Time: 2 hours.</p> <p>Location: Remote prior to Go Live.</p> <p>Agency to provide:</p> <ul style="list-style-type: none"> <li>• Scenarios</li> </ul> <p>Attendees: Jail medical staff.</p> <p>Prerequisites: None</p>

### 9.23 Jail – Booking/Processing

This Jail – Booking/Processing session will guide staff through the intake, booking, and release wizards. Agency-specific features such as classification forms, medical history questionnaires, or any other forms required to be filled out through the booking process will be covered.

Standard Topics	Class Requirements
<ul style="list-style-type: none"> <li>• Current Inmates</li> <li>• Search Inmates</li> <li>• Intake</li> <li>• Booking/Processing</li> <li>• Inmate Custom Forms</li> <li>• Classification</li> <li>• Digital Signatures</li> <li>• Printing</li> </ul>	<p>Time: 2 hours.</p> <p>Location: Remote or onsite prior to Go Live.</p> <p>Agency to provide:</p> <ul style="list-style-type: none"> <li>• Scenarios</li> </ul> <p>Attendees: Correctional officers processing inmates through intake and/or booking.</p> <p>Prerequisites: None</p>

### 9.24 Jail – Activities and Inmate Checks

The Jail – Activities and Inmate Checks session will provide users with the knowledge needed to add and schedule activities, classes, and trustee work on a bulk level or individual level, create cell checks and head counts, and document activity into the shift log.

Standard Topics	Class Requirements
<ul style="list-style-type: none"> <li>• Activities</li> <li>• Classes</li> <li>• Transportation</li> <li>• Schedule Activities</li> <li>• Bulk Management</li> <li>• Inmate Checks</li> <li>• Head Counts</li> <li>• Shift Log</li> </ul>	<p>Time: 2 hours.</p> <p>Location: Remote or onsite prior to Go Live.</p> <p>Agency to provide:</p> <ul style="list-style-type: none"> <li>• Scenarios</li> </ul> <p>Attendees: Correctional officers scheduling inmate activities and performing inmate checks.</p> <p>Prerequisites: None</p>

## Exhibit H: Data Conversion Example

This sheet should be created for each database we are converting out of

Database Name

Vendor

Y/N	Module	Submodule	Notes
	Base	Names	
	Base	Businesses	
	Base	Business Contacts	As Comment or Note "Aware"
	Base	Addresses	
	Base	Address History	
	Base	Phonebook / Rolodex	
	Base	Names Identification Types	
	Base	Alarms	
	Base	Gangs	
	Base	Intelligence	
	Base	Aliases	
	Base	Vehicles	
	Administration	Training	
	Administration	Equipment	
	Administration	Fleet Maintance	
	Administration	Inventory	
	Administration	Policy Manual	
	Records	Cases	
	Records	Offenses	
	Records	Names on Cases	
	Records	Involvements on Cases	
	Records	Case Narratives	
	Records	Citations	
	Records	eCitations	
	Records	Warning	
	Records	Field Identification	
	Records	Accident Reports	
	Records	eAccident Reports	
	Records	Warrants	
	Records	Bicycle Registrations	
	Records	Parking Tickets	
	Records	Pistol Permits	
	Records	Pawn Property	

	Records	Sex Offenders	
	Records	Protection Orders	
	Records	Property Evidence	
	Records	Chain of Custody	
	CAD	CFS Log	
	CAD	Cad Command Log	
	CAD	Unit Dispatch History	
	CAD	Tow Calls	
	CAD	Names / Involvements	
	CAD	Bulletins	
	Jail	Jail Stays	
	Jail	Basic Hold Reasons	
	Jail	Sentence Hold Reasons	
	Jail	Hold Reasons	
	Jail	Bond Payments	
	Jail	Visitations	
	Jail	Approved/Denied Visitors	To be Reviewed
	Jail	Cell Transfers	
	Jail	Court Events	
	Jail	Inmate Activities	
	Jail	Victims	
	Jail	Issued Property	
	Jail	Inmate Property	
	Jail	Evidence	
	Jail	Shift Log	
	Jail	Incidents	
	Jail	Disciplinary Actions	
	Jail	No Contacts	
	Civil	Civil Papers	
	Civil	Service Attempts	
	Civil	Sheriff Sales	

## Exhibit I: Reports and Forms required for Go Live

### Reports

- 1) Crashes BI Data - Crash data is extracted from ETIDB, excel spreadsheet with pivot tables allow ability to select/filter by intersections/type/etc.
- 2) UCR Reports – Reports needed to do UCR reporting until Zuercher NIBRS has been certified.
- 3) Monthly Activity Reports – Compares YTD aggregated data over many categories
- 4) Weekly Blotter – Activity by District
- 5) Intelligence Dashboard Report – Consists of 9 different Crystal Reports
- 6) CAD Calls by block and District
- 7) Monthly Department Stats
- 8) Operations Activity Report
- 9) Traffic – Monthly Stats
- 10) Traffic – Contributing Factors
- 11) Training – Post Hours Earned
- 12) Unit Response Times
- 13) Emancipated Juveniles Unexpunged Records

### Additional reports needed if time allows before go live.

- 1) Intel – Gang
- 2) Intel – Top locations by district
- 3) Intel – Warrants
- 4) Intel Sex Offender Registrants
- 5) Intel Sex Offender Registrants Purged
- 6) Intel State Probation
- 7) Intel State Probation Purged

### Forms

- 1) Racial Profiling
- 2) Use of Force

## Subscription Service License & Use Agreement

### I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, TriTech Software Systems (hereinafter referred to as "TriTech") and the client named on the signature page attached hereto ("Client") as of the date of last signature below. TriTech and Client may also be referred to herein individually as "Party", or collectively as the "Parties". The Parties have entered into a Software License and Service Agreement with Zuercher Technologies, LLC (a TriTech Software Systems company) (the "Purchase Agreement") which includes the provision of the subscription services defined in this Agreement and the Statement of Work, if applicable (the "SOW") attached as Exhibit A to the Purchase Agreement.

### II. Services; Software.

- A. Under the terms of this Agreement, TriTech will be responsible for providing the following services ("Services"):
- (i) Hosting TriTech's software ("Software") for its Subscription programs and corresponding module(s) as indicated in the Purchase Agreement;
  - (ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Purchase Agreement and SOW;
  - (iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that TriTech shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;
  - (iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the TriTech website to assist Client with its use of the Software ("Documentation");
  - (v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;
  - (vi) Providing any other Software related services stated in the Purchase Agreement (together, the "Subscription Services"). Schedule A and any Documentation may be updated by TriTech from time to time in its sole discretion upon written notice to Client;
  - (vii) Providing the Client with initial training as stated in the Purchase Agreement; and
  - (viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").
  - (ix) If applicable, TriTech and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable Subscription application.

- B. Force Majeure. TriTech shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services beyond TriTech's control, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers not contributed to or caused by TriTech, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond TriTech's reasonable control.
- C. This Agreement allows Client to use the Software located on TriTech's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on TriTech's servers, and to access the Software remotely as directed by TriTech.

### **III. License; Access.**

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), TriTech grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on TriTech's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by TriTech in writing, and TriTech shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by TriTech.
- D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.
- E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified In the Purchase Agreement.

#### **IV. Fees; Payment; Taxes.**

- A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in Exhibit B: Pricing Detail of the Zuercher Software License and Service Agreement (together, "Fees"). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the renewal notice. Pursuant to Missouri law, this contract is subject to the annual appropriation of fees and charges by the governing body of Client.
- B. As consideration for use of the Subscription Services during renewal contract terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").
- C. TriTech shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 4%.
- D. All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

#### Remittance Address for Payments Only:

TriTech Software Systems  
P.O. Box 203223  
Dallas, TX 75320-3223

- E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.
- F. Any amounts payable pursuant to this Agreement are to be net to TriTech and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due TriTech under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on TriTech's income.

#### **V. Term and Termination; Suspension of Services.**

- A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of two (2) years ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training as mutually agreed, at which time the Client will be able to access the system and authorize users. If Client terminates this Agreement at any time from contract execution through the Initial Term, for any reason other than those defined in Sections V(D) and V(E), and VI (B) below, Client shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Client terminates this



Agreement for convenience during any Renewal Term, Client shall pay one hundred percent of the remaining fees owed for the Renewal Term.

- B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term"). However, failure of the governing body of client to appropriate charges or fees shall terminate any renewal period or any remaining period of the initial term and any responsibility for payment of charges or fees during that period.
- C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. No charges or fees shall be owed by Client unless TriTech continues to provide services at the same level as if no bankruptcy had been filed.
- D. Client may terminate this Agreement if TriTech breaches any term or condition of this Agreement and Addendum 1 and fails to cure such breach within thirty (30) days after receipt of written notice of the same. If this Agreement is terminated for breach, Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current term. If a breach occurs within thirty (30) days of commencement of a renewal of a term, then Client shall owe no charges or fees for said renewal period.
- E. In addition to the circumstances as described in Subsection V(F) below, TriTech may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by TriTech pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to TriTech is delinquent, TriTech may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due provided TriTech provides Client with written notification at least thirty (30) days before such termination or suspension to enable Client to cure such breach
- G. Upon the effective date of expiration or termination of this Agreement: (i) TriTech will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to TriTech any and all monies that are owed by the Client to TriTech under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration unless termination is for breach by TriTech. In the event of breach by TriTech, Client shall owe no more monies to TriTech. TriTech shall remove any data of Client on TriTech servers.
- H. Upon TriTech's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, TriTech may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved. Reasonable belief is that

belief sufficient for the filing of charges or a lawsuit and TriTech shall inform Client within two hours of the reason for such belief and if Client is able to provide some proof that steps have been taken to protect TriTech or that TriTech's information is not accurate, TriTech shall restore the service.

- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, TriTech shall restore such Services immediately upon Client curing any breach including payment of charges and fees owed; and further, any such restoration shall be conditioned upon TriTech's receipt of all Fees due and owing hereunder.
- J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, TriTech shall remove and destroy Client's data if requested by Client. TriTech will not return the data to the Client as the Client still retains the source data.
- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

#### **VI. Client Responsibilities.**

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by TriTech to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to TriTech so long as the newly appointed Client Administrator has attended TriTech's training either for Client or another client of TriTech. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services provided such fees are provided to Client in writing prior to any training taking place.
- B. Client is responsible for providing endpoint hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity. TriTech shall provide Client prior to the signing of any agreement with its specifications to allow Client to determine its costs and ability to meet this responsibility. If TriTech changes any of its specifications including the form for data to be accepted, it shall provide Client with notice of at least sixty (60) days. If Client is unable to meet such new specification, Client may terminate this and any agreement and receive a pro-rata refund of any charges or fees paid for the period during which such specification changes.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-

time importing of the Client Information into Client's database by TriTech has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by TriTech and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in TriTech's policy for inputting Client Information in any Documentation TriTech provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not TriTech assisted Client with the development or construction of such reports and displays and other uses of the Client Information.

- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.
- G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable TriTech Subscription application.

## VII. Confidentiality, Privacy and Business Associate Provisions.

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or Confidential Information without TriTech's prior written consent for any such disclosure. TriTech acknowledges and understands that Client is a governmental entity and subject to the Missouri open records laws and nothing in this provision shall prohibit Client from complying with such laws.
- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software, TriTech has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of individuals served by Client, incidents, accounts payable and accounts receivable of Client, trade secrets, customer lists, crime information, and other similar information. TriTech shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to TriTech for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) TriTech hosts on services for access by and transmission to the Authorized Users via the Internet. TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. In addition to TriTech's obligations regarding nondisclosure of Client Information set forth above, in the event that TriTech is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, TriTech shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that TriTech has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1 and Client shall be entitled to a pro-rata refund as set out in this Subscription Agreement.
- E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain

Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party except Client as required to perform its duties, functions and business as a City agency.

- H. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein provided such third party has the same capability to safeguard the data or confidential information as TriTech. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

### **VIII. Ownership.**

- A. TriTech owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.

Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Subscription Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible provided sufficient security or firewall technology is employed by TriTech to protect such confidential information.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.

- B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or

modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

**IX. Disclaimer; Limitation of Liability.**

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. TRITECH HAS NO LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE CLIENT'S DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH MAY IN ITS DISCRETION (I) CONTEST, (II) SETTLE, (III) PROCURE FOR CLIENT THE RIGHT TO CONTINUE USING THE SOFTWARE, OR (IV) MODIFY OR REPLACE THE SOFTWARE SO THAT IT NO LONGER INFRINGES (AS LONG AS THE FUNCTIONALITY AND PERFORMANCE DESCRIBED IN THE SPECIFICATIONS SUBSTANTIALLY REMAINS FOLLOWING SUCH MODIFICATION OR REPLACEMENT.) TRITECH SHALL INDEMNIFY, DEFEND, AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE

OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, INCLUDING DATA, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY TRITECH'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

**X. Indemnification.**

To the extent permitted by Missouri law, Client shall indemnify and hold harmless TriTech from, against, and in respect of the full amount of any and all liabilities, damages, and claims, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by TriTech.

**XI. Assignment.**

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

**XII. Written Notices.**

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Written notices to Client may be provided at the address listed for Client on the signature page of this Agreement.

B. Written Notices to TriTech:

**TriTech Software Systems**  
9477 Waples Street, Ste. 100  
San Diego, CA 92121  
Attention: Contracts

**XIII. Governing Law.**

Except to the extent that this Agreement is governed by the laws of the United States, or where specifically called out, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Missouri, without regard to its conflict of law provisions.

**XIV. Integration.**

This Agreement and the Purchase Agreement contain the entire understanding between the parties and supersede any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate,

rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

**XV. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.**

Pursuant to Missouri law, TriTech, and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. TriTech, and all of its subcontractors, shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavits and documentation to TriTech at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first written above.

**CITY OF LEE'S SUMMIT POLICE  
DEPARTMENT**

**TRITECH SOFTWARE SYSTEMS**

\_\_\_\_\_  
Accepted By (Signature)

\_\_\_\_\_  
Accepted By (Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address Line 1 – Company/Agency Name

\_\_\_\_\_  
Address Line 2 – Street Address



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Address Line 3 – City, State, Zip

# Schedule A

## TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

### Product Updates:

From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from TriTech on the general release date for an Update, TriTech will provide the Client with the Update and related Documentation.

### Technical Support Services:

**Telephone Assistance.** Client will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

**Critical Priority Telephone Assistance after Normal Customer Service Hours.** After Normal TriTech Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem**).

**Website Support.** Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to TriTech's most current information. Client will need to enter its designated user name and password to gain access to the technical support areas on TriTech's website. TriTech's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

**Software Problem Reporting.** Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail, FAX, or through TriTech's Support website. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

**Scheduled Maintenance.** Subscription applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the Subscription Updates, operating system updates/patches and updates to other third party applications as needed. Clients are notified of maintenance periods via an email message.

## **TriTech Service Commitment**

Provided that Client remains current on payment of its Subscription fees and provides equipment and remote connectivity that meet TriTech's recommended specifications, TriTech shall:

- Maintain the Subscription Services hosting infrastructure which includes OS updates, third party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for Cloud operations.
- Perform daily backups of application files.
- Perform multiple daily database backups.

## **Exclusions from Technical Support Services:**

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

## **Client Responsibilities:**

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;
- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in Section VII of this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.
- 9) For Caller Location Query (CLQ) - set up and maintain a web certificate on a public facing server.

### **Security**

- 1) TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 2) If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

### **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A.

*This matrix defines the support issues, response times and resolutions for the Client's licensed Subscription application.*

Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays. Support after Normal Customer Service Hours is offered weekends, nights and holidays for Critical Priority issues only. Critical Priority (Priority 1) issues should always be reported via telephone at 800-987-0911.

Software Errors for other than Critical Priority may be reported via the web portal: [TriTech.com](http://TriTech.com); or email: [CH\\_ClientServicesTriage@tritech.com](mailto:CH_ClientServicesTriage@tritech.com). For CrimeView Dashboard, FireView Dashboard, CrimeMapping.com; NEARme, Field Ops: [CrimeViewSupport@tritech.com](mailto:CrimeViewSupport@tritech.com).

Priority	Priority Definition	Response Times
Priority 1 – Critical Priority	<p>Search. 24X7 Support for live operations on the production system. This is defined as the following:</p> <ul style="list-style-type: none"> <li>The applicable server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.</li> <li>The applicable system is inoperable due to data loss or corruption caused by TriTech Software</li> </ul> <p>This means that one or more TriTech server components are down or inaccessible, disabling all usability of Client's workstations</p> <p>These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911.</p> <p>Priority 1 issues must be called in via 800.987.0911 to receive this level of response.</p> <p>There are no Priority 1 issues for:            CrimeView Dashboard            FireView Dashboard            CrimeMapping.com            NEARme            Field Ops</p>
Priority 2 – Urgent Priority	<p>Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.</p> <p>Generally, this means that a significant number of the system workstations are negatively impacted by this error (e.g. does not apply to a minimal set workstations). These Software Errors are defined in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>Priority 2 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for:            CrimeView Dashboard            FireView Dashboard            CrimeMapping.com            NEARme            Field Ops</p>

Priority	Priority Definition	Response Times
<p>Priority 3 - High Priority</p>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common system functions. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• The system is unable to transfer data from external system to the TriTech system</li> <li>• The TriTech application system update causing system functions to be inoperative with no workaround</li> </ul> <p>A significant number of TriTech workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 3 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for:  CrimeView Dashboard  FireView Dashboard  CrimeMapping.com  NEARme  Field Ops</p>
<p>Priority 4 – Medium Priority</p>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 4 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for:  CrimeView Dashboard  FireView Dashboard  CrimeMapping.com  NEARme  Field Ops</p>
<p>Priority 5 – Low Priority</p>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 5 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for:  CrimeView Dashboard  FireView Dashboard  CrimeMapping.com  NEARme  Field Ops</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.  TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the production system.  TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration impact of the issue on the Client, TriTech's User base, and the date of submission. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

*Special Note #1:* Priority 1 –Search Critical Priority issues meeting the previously noted criteria are defined as follows:

- a. The server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.
- b. The system is inoperable due to data loss or corruption caused by TriTech Software
- c. Field Ops is down and all unit mobile devices are unable to log in or function.

There are no Priority 1 issues for CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, NEARme, or FieldOps.

*Special Note #2:* Priority 2 Urgent Priority issues meeting the previously noted criteria are defined as follows:

- a. The System has a serious Software Error that severely impacts the ability of Users to perform critical work functions. Such errors will be consistent and reproducible.
- b. The system is unable to generate and render reports
- c. Field Ops users are severely impacted due to one of the following conditions:
  - i. Inability to receive new requests for service from Inform CAD.
  - ii. Inability to view incident information needed to dispatch an incident.
  - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
  - iv. Inability to enter a traffic stop or on-view incident.
  - v. The inability to view premise or caution note information.

## ADDENDUM 1

### BUSINESS ASSOCIATE ASSURANCE

In the event that TriTech Software Systems (referred to herein as "TriTech") is deemed to be a "Business Associate" of Customer, and Customer is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TriTech, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Support Agreement; (ii) as required for the proper management and administration of TriTech in its capacity as a HIPAA Business Associate of Customer, in the event TriTech is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which TriTech becomes aware;
- Ensure that any agents or subcontractors to whom TriTech provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TriTech with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by TriTech on Customer's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by TriTech on behalf of Customer. In the event the return or destruction of such PHI is infeasible, TriTech' obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that TriTech has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic



Protected Health Information (“e-PHI”) that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

#### Permitted and Required Uses and Disclosures by TriTech

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TriTech has been otherwise engaged by Customer to perform these services.

## Exhibit E: Community Data Platform Membership Agreement

Client: Lee's Summit Police Department

### Membership

- A. TriTech offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.
- B. Clients who wish to qualify as a Member Agency must:
  - a. Be a CJIS compliant Law Enforcement Agency
  - b. Agree to contribute data to the Community Data Platform including:
    - i. CAD
    - ii. RMS Incidents
    - iii. RMS Arrests
    - iv. RMS Warrants
    - v. RMS Master Names
  - c. Agree to allow TriTech to share their data with other Member Agencies and third parties as provided in this Agreement
- C. The Member Agency (also referred to herein as "Client") will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:			
	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
<b>RMS Incidents</b>			
<ul style="list-style-type: none"> <li>• Quickview (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency)</li> </ul>	YES	YES	
<b>CAD Call for Service</b>			
<ul style="list-style-type: none"> <li>• QuickView</li> </ul>	YES		

Free subscription to CrimeMapping.com
<b>Public access to:</b>
<b>Radius searches of crime data from a specified location</b>
<b>Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date</b>
<b>Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type</b>
<b>Map-based citizen/public access to categorized RMS Incidents</b>

A free 90-day trial to the national IQ Search service which includes full detailed searches.

- D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.
- E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that TriTech will process and anonymize data from the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.
- F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

### License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on TriTech's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

### Access and Passwords

- A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.
- B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

### Termination

- A. This Agreement may be terminated by TriTech upon thirty (30) days' written notice due to a material breach by Client.
- B. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

### Client Responsibilities

- A. Client will assign a Client Administrator to manage end user access and passwords.

- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity for data contribution services as well as individual client user access.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or Confidential Information without TriTech's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software and Services, TriTech has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party

shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.

- E. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. In addition, TriTech may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

#### Ownership and Rights

- A. TriTech owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.
- B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. TriTech shall retain all rights and ownership to the Aggregate Data.
- C. As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Software and Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.
- D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other

materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.

- E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.
- F. TriTech reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT PERMITTED BY THE LAW OF MISSOURI, CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL NOT BE APPLICABLE IF ANY DAMAGE IS THE RESULT OF INTENTIONAL ACTS OF TRITECH. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY. IN NO EVENT SHALL ANY PROVISION OF THIS EXHIBIT OR ANY AGREEMENT WITH TRITECH BE CONSTRUED AS A WAIVER OF SOVEREIGN OR OTHER IMMUNITY OR DEFENSE AVAILABLE TO CLIENT, ITS OFFICERS ELECTED AND APPOINTED, EMPLOYEES, CONTRACTORS AND AGENTS.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN

ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.

E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

To Client:		To TriTech:
City of Lee's Summit Police Department		TriTech Software Systems
Attn:		Attn: Contracts
220 SE Green Street		9477 Waples Street, Suite 100
Lee's Summit, MO 64083		San Diego, CA 92121

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Missouri, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other TriTech subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

**CITY OF LEE'S SUMMIT POLICE  
DEPARTMENT**

**TRITECH SOFTWARE SYSTEMS**

\_\_\_\_\_  
Accepted By (Signature)

\_\_\_\_\_  
Accepted By (Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **Schedule A**

### **TECHNICAL SUPPORT**

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

#### **Technical Support Services:**

**Email Assistance.** Client may contact TriTech via email for issues with IQ Search at: [CH\\_ClientServicesTriage@tritech.com](mailto:CH_ClientServicesTriage@tritech.com); and for CrimeMapping: [omega-support@tritech.com](mailto:omega-support@tritech.com) during normal Customer Service hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

**Software Problem Reporting.** Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail,. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

**Scheduled Maintenance.** IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third party applications as needed. Clients are notified of maintenance periods via an email message.

#### **Exclusions from Technical Support Services:**

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

#### **Client Responsibilities:**

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;
- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

## Packet Information

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**File #:** TMP-0960, **Version:** 1

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An Ordinance approving amendment No. 1 to the Budget for the fiscal year ending June 30, 2019, as adopted by ordinance No. 8405, by revising the authorized expenditures for the City of Lee's Summit to fund expansion requests. (F&BC 8-6-18)

Issue/Request:

An ordinance approving amendment No. 1 to the Budget for the fiscal year ending June 30, 2019, as adopted by ordinance No. 8405, by revising the authorized expenditures for the City of Lee's Summit to fund expansion requests.

Key Issues:

As part of the annual budget process each department reviews operational needs for funding consideration. Periodically, it is necessary to add new expenses to the budget which have been called expansion requests.

During the FY19 Budget Process, the Finance and Budget Committee and City Council, reviewed the list of expansion requests that were part of the budget materials. Consideration for funding was postponed to protect existing funding for potential wage enhancements. Now that the budget has been adopted the expansion requests are being considered as they relate to current and future delivery of services.

Staff recommends proceeding with caution regarding impact to the City's compensation plan when considering the funding of expansion requests. The recommendation below has been limited to items that do not have an impact on the compensation plan.

The expansion items recommended for funding at this time meet at least one of the following criteria:

1. They are one-time expenses
2. They do not have a financial impact on the general fund and can be purchased using separate and distinct revenue sources
3. They will not be implemented until such time as there is evidence of departmental cost savings, operational efficiencies, and/or new revenue sources.

General fund items not highlighted in the attached document are proposed to come from the general fund reserve balance. It is anticipated that the general fund will finish fiscal year 2018 with revenue in excess of expenditures by approximately \$276k.

Items not funded will either need to be considered at a different time or at the expense of the amount targeted for wage enhancements.

Proposed Committee Motion:

I move to recommend approval to City Council of an ordinance approving Amendment No. 1 to the Budget for

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**File #:** TMP-0960, **Version:** 1

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the fiscal year ending June 30, 2019, as adopted by ordinance No. 8405, by revising the authorized expenditures for the City of Lee's Summit to fund expansion requests.

Nick Edwards | Assistant City Manager

Recommendation: Staff recommends approval

Committee Recommendation: It was decided this Ordinance would be continued to a special Finance and Budget Committee on August 20, 2018.

**BILL NO.****ORDINANCE NO.**

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019, AS ADOPTED BY ORDINANCE NO. 8405, BY REVISING THE AUTHORIZED EXPENDITURES FOR THE CITY OF LEE'S SUMMIT TO FUND EXPANSION REQUESTS

WHEREAS, Ordinance No. 8405, passed by the City Council on June 28, 2018, adopted the City's Budget for the Fiscal Year ending June 30, 2019; and,

WHEREAS, The annual budget planning process includes a period for reviewing and revising anticipated expenditures for the current fiscal year; and,

WHEREAS, it is necessary to fund expansion requests in order to meet service needs; and,

WHEREAS, these items are either one-time expenses and do not negatively impact the ability to fund future wage enhancements, do not have a financial impact on the general fund and can be purchased using separate and distinct revenue sources, will not be implemented until such time as there is evidence of new revenue sufficient to purchase, or funding is possible through departmental cost savings and operational efficiencies; and,

WHEREAS, additional expansion requests remain unfunded and may be presented to the Mayor and Council for funding consideration at a future date.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the authorized expenditures for the Fiscal Year 2017-2018 of the City of Lee's Summit, Missouri, are amended in the manner shown as follows and reflected in Exhibit A.

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Administration	\$43,000	\$4,601,333
F100 General Fund	Development Services	\$125,725	\$3,591,978
F100 General Fund	PW Engineering	\$375,000	\$5,849,274
F100 General Fund	PW Operations	\$36,000	\$4,779,655

**BILL NO.****ORDINANCE NO.**

F100 General Fund	Fire	\$370,335	\$18,874,304
F610 Fleet		\$114,587	\$6,191,370
F500 Water Utilities		\$152,282	\$43,343,763
F510 Airport		\$99,446	\$2,323,133

SECTION 2. All other provisions of Ordinance No. 8405 shall remain in full force and effect, subject to Amendment No. 1 (Ordinance No. \_\_\_\_),

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_

**BILL NO.**

**ORDINANCE NO.**

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City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

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Chief Counsel of Infrastructure and Planning *Nancy Yendes*

**BILL NO.****ORDINANCE NO.****EXHIBIT A:**

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Finance	\$921,117	\$9,524,972
F100 General Fund	Fire	\$253,098	\$18,036,680
F200 Parks & Recreation		\$510,000	\$3,850,025
F324 Road & Bridge		\$3,367,000	\$4,268,475
F410 Park COP Debt		\$4,025,000	\$6,749,405



**EXHIBIT A**

Funded Requests					
Fund	Department	Type	Description	FY19 Cost	Recurring Cost
<b>Immediate Funding</b>					
General Fund	PW Operations	Capital	Shop fan installation	\$36,000	\$0
General Fund	Administration	Capital	Automated Captioning for LSTV (ADA Requirement)	\$18,000	\$13,000
General Fund	Development Services	Personnel	Building Inspector	\$110,798	\$79,253
General Fund	Development Services	Personnel	Senior Engineering Inspector Conversion	\$14,927	\$14,882
General Fund	ITS	Capital	Software Replacement Fund (SLERP)	\$25,000	\$25,000
General Fund	Fire Department	Vehicle	Ambulance VERP Upgrade to 4x4	\$4,500	\$0
General Fund	Fire Department	Capital	Lucas Device, AED for reserve command vehicle	\$15,775	\$0
General Fund	Fire Department	IT	Toughbooks (x2)	\$10,700	\$3,000
General Fund	Fire Department	Vehicle	Vehicle for Support Services	\$21,000	VERP
General Fund	Public Works	Capital	Rate Study for Stormwater Utility	\$375,000	\$0
General Fund	Public Works	Vehicle	Sedan VERP Upgrade to F150	\$5,221	VERP
General Fund	Fleet	Personnel	Mechanic	\$53,366	\$47,965
General Fund	Fleet	IT	Computers (x3)	\$5,500	MERP
General Fund	Fleet	Capital	Truck post lifts	\$25,000	\$0
<u>General Fund Subtotal:</u>				<u>\$720,787</u>	<u>183,100</u>
Water Utilities	Water Utilities	Capital	Acoustic leak correlation equipment	\$32,000	\$0
Water Utilities	Water Utilities	Personnel	Maintenance Workers (x2)	\$91,072	\$91,072
Water Utilities	Water Utilities	Personnel	Various title changes	\$0	\$0
Water Utilities	Water Utilities	Personnel	Seasonal Laborers (x2)	\$10,710	\$10,410
Water Utilities	Water Utilities	Capital	Timekeeping system	\$9,500	Minimal
Water Utilities	Water Utilities	Vehicle	Utility Trailer	\$9,000	\$400
<u>Total for Immediate Items:</u>				<u>\$873,069</u>	<u>\$284,982</u>
<b>Pending Funding</b>					
General Fund	Fire Department	Personnel	Communications Specialist (x6)	\$343,860	\$333,330
Airport	Airport	Personnel	Line Attendant .5 FTE increase	\$15,969	\$15,639
Airport	Airport	Personnel	Line Attendant 1 FTE increase	\$23,710	\$45,271
Airport	Airport	Capital	De-icing Equipment	\$10,450	\$10,450
Airport	Airport	Capital	Improvements to Hangar 1 HVAC	\$12,373	\$0
Airport	Airport	Capital	Circulating Fan for Hangar 1	\$11,789	\$0
Airport	Airport	Capital	Hangar 1 Electronic Gate Opener	\$15,155	\$0
Airport	Airport	Capital	Window and door awnings for Hangar 1	\$10,000	\$0
<u>Total for Pending Items:</u>				<u>\$443,306</u>	<u>\$404,690</u>
<i>Note: Items highlighted in blue will not be implemented until a corresponding amount of new revenue is available</i>					
<b>Unfunded Items (Remainder of the Expansion Requests)</b>					
General Fund	Police Department	Personnel	Lead Detention Officer (reclassify)	\$2,441	\$2,441
General Fund	Police Department	Personnel	Police Officer (Traffic Enforcement)	\$65,233	\$59,152
General Fund	Police	Personnel	Animal Control Officer	\$53,056	\$51,636
General Fund	Law Department	Personnel	Development Attorney	\$0	\$0
General Fund	Fire Department	Personnel	Battalion Chief, EMS	\$105,724	\$103,918
General Fund	Fire	Personnel	Captain of Training (2nd FTE)	\$81,036	\$76,469
General Fund	Fire	Personnel	Administrative Assistant	\$49,736	\$48,455
General Fund	Fire	Personnel	EMS Assistant Chief	\$109,638	\$104,829
General Fund	Fire	Personnel	Captain of Prevention	\$85,496	\$83,690
General Fund	Fire	Personnel	Battalion Chief of Planning	\$101,354	\$96,697
General Fund	ITS	Personnel	Applications Administrator	\$84,047	\$79,567
General Fund	ITS	Personnel	System Administrator	\$97,417	\$93,217
<u>Total for Unfunded Items:</u>				<u>\$835,178</u>	<u>\$800,071</u>
<i>Note: Unfunded Items and amounts are not included as part of this ordinance</i>					

Previously Unfunded Department Expansion Requests				
Department	Type	Description	FY18 Cost	Recurring Cost
Fire	Personnel	Communications Specialist (4 FTE)	\$205,709	\$205,109
Fire	Personnel	Captain of Training (2nd FTE)	\$81,036	\$76,469
Fire	Personnel	Administrative Assistant	\$49,736	\$48,455
Fire	Personnel	EMS Assistant Chief	\$109,638	\$104,829
Fire	Personnel	Captain of Prevention	\$85,496	\$83,690
Fire	Personnel	Battalion Chief of Planning	\$101,354	\$96,697
ITS	Personnel	Applications Administrator	\$84,047	\$79,567
ITS	Personnel	System Administrator	\$97,417	\$93,217
Police	Personnel	Animal Control Officer	\$53,056	\$51,636
PW Operations	Capital	Shop fan installation	\$36,000	\$0
<b>Total</b>			<b>\$903,489</b>	<b>\$839,669</b>
<b>Cost to General Fund</b>			<b>\$903,489</b>	<b>\$839,669</b>
FY19 Submitted Expansion Requests				
Department	Type	Description	FY19 Cost	Recurring Cost
Administration	Capital	Automated Captioning for LSTV (ADA Requirement)	\$18,000	\$13,000
Development Services	Personnel	Building Inspector or Contracted Inspector	\$110,798	\$79,253
Development Services	Personnel	Senior Engineering Inspector conversion	\$25,927	\$25,882
ITS	Capital	Software Replacement Fund (SLERP)	\$25,000	\$25,000
Fire Department	Personnel	Communications Specialist (x6)	\$343,860	\$333,330
Fire Department	Personnel	Battalion Chief, EMS	\$105,724	\$103,918
Fire Department	Vehicle	Ambulance VERP Upgrade to 4x4	\$4,500	\$0
Fire Department	Capital	Lucas Device, AED for reserve command vehicle	\$15,775	\$0
Fire Department	IT	Toughbooks (x2)	\$10,700	\$3,000
Fire Department	Vehicle	Vehicle for Support Services	\$21,000	VERP
Law Department	Personnel	Development Attorney	\$0	\$0
Police Department	Personnel	Lead Detention Officer (reclassify)	\$2,441	\$2,441
Police Department	Personnel	Police Officer (Traffic Enforcement)	\$65,233	\$59,152
Public Works	Capital	Rate Study for Stormwater Utility	\$375,000	\$0
Public Works	Vehicle	Sedan VERP Upgrade to F150	\$5,221	VERP
Water Utilities	Capital	Acoustic leak correlation equipment	\$32,000	\$0
Water Utilities	Personnel	Maintenance Workers (x2)	\$91,072	\$91,072
Water Utilities	Personnel	Various title changes	\$0	\$0
Water Utilities	Personnel	Seasonal Laborers (x2)	\$10,710	\$10,410
Water Utilities	Capital	Timekeeping system	\$9,500	Yes
Water Utilities	Vehicle	Utility Trailer	\$9,000	\$400
Airport	Personnel	Line Attendant .5 FTE increase	\$15,969	\$15,639
Airport	Personnel	Line Attendant 1 FTE increase	\$23,710	\$45,271
Airport	Capital	De-icing Equipment	\$10,450	\$10,450
Airport	Capital	Improvements to Hangar 1 HVAC	\$12,373	\$0
Airport	Capital	Circulating Fan for Hangar 1	\$11,789	\$0
Airport	Capital	Hangar 1 Electronic Gate Opener	\$15,155	\$0
Airport	Capital	Window and door awnings for Hangar 1	\$10,000	\$0
Fleet	Personnel	Mechanic	\$53,366	\$47,965
Fleet	IT	Computers (x3)	\$5,500	MERP
Fleet	Capital	Truck post lifts	\$25,000	\$0
<b>Total</b>			<b>\$1,446,773</b>	<b>\$762,111</b>
<b>Cost to General Fund</b>			<b>\$1,269,331</b>	<b>\$645,840</b>