

3. The servers will be installed at Monroe County Sheriff's Office and a standby location.
4. In addition to the standard Zuercher Suite operating environment, the Production and Standby servers 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
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").
6. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) Zuercher Suite Standby 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.
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 Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) Zuercher Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.
2. Static IP addresses that includes five (5) for the Zuercher Suite Warm Standby 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.

2.5 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) Zuercher Suite Standby rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Standby rack-mounted server and one (1) Lantronix remote access device.

2.6 Peripheral Hardware

2.6.1 Jail – Mugshot Camera Package – Monroe County SO

This contract will provide for three (3) mugshot camera packages that will 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.

2.6.2 Jail – Fingerprint Scanner, Dual Finger (M2Sys) – Monroe County SO

This contract will provide for three (3) M2Sys, Dual Finger, Fingerprint Scanners. This dual finger scanner uses a biometric signature to identify inmates in Zuercher Jail

3.0 Services

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 configuration and project activities.

Customer's Dedicated Project Manager

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.

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).

3.2.2 Business Practice Review

During this meeting, the Zuercher project team works with Customer's build team and will demo Zuercher Suite modules and guide the agency on their configuration tasks.

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.

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 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: 1.2.3 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 two 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.

3.2.3 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.

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 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.

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.

3.3 Training and Go Live Support

3.3.1 Training

Zuercher staff will provide for 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.

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.

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 or remote for Go Live.

Exhibit B: Pricing Detail

Software and Servers	Comments	Unit	Qty	Price	Total
Zuercher Suite Production Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 42,045	\$ 42,045
Zuercher Suite Training/Testing Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 32,100	\$ 32,100
Zuercher Suite Warm Standby Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 38,144	\$ 38,144
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Zuercher Suite Warm Standby 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
Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Esri Server License (Esri ArcGIS for Server Workgroup Standard)			1	\$ 5,000	\$ 5,000
Administration Core					
Administration Core			1	\$ 4,000	\$ 4,000
Administration Core (Agency Site License)	Monroe County SO	Per Agency	1	\$ 7,770	\$ 7,770
Administration Core (Agency Site License)	Monroe PD	Per Agency	1	\$ 1,750	\$ 1,750
Administration Core (Agency Site License)	South Rockwood PD	Per Agency	1	\$ 280	\$ 280
Administration Core (Agency Site License)	Carleton PD	Per Agency	1	\$ 140	\$ 140
Administration Core (Agency Site License)	Luna Pier PD	Per Agency	1	\$ 210	\$ 210
Administration Core (Agency Site License)	Erie Township PD	Per Agency	1	\$ 490	\$ 490
Administration Core (Agency Site License)	Dundee PD	Per Agency	1	\$ 630	\$ 630
CAD Core					
CAD Core			1	\$ 15,000	\$ 15,000
CAD Core (Agency Site License)	Monroe Central Dispatch	Per Agency	1	\$ 33,750	\$ 33,750
CAD Advanced (Agency Site License)	Monroe Central Dispatch	Per Agency	1	\$ 11,250	\$ 11,250
CAD Core (Seat License) for Backup/Supervisor/Part-Time Workstations	Monroe Central Dispatch	Per Seat	2	Included	Included
CAD Advanced (Seat License) for Backup/Supervisor/Part-Time Workstations	Monroe Central Dispatch	Per Seat	2	Included	Included
CAD - Basic Paging (SMTP/Email) Interface			1	Included	Included
CAD - E911 (ANI/ALI) Interface	West		1	Included	Included
CAD - ImageTrend Interface (Export)			1	\$ 7,500	\$ 7,500
CAD - ProQA Platinum-Certified Interface (Import and Export)			1	\$ 15,500	\$ 15,500
CAD - Rip and Run (Fax/Email) Interface			1	Included	Included
CAD - Voice Recorder Interface (Import and Export)	NICE		1	\$ 15,000	\$ 15,000
Mapping Core					
Mapping Core			1	\$ 10,000	\$ 10,000
Mapping Core (Agency Site License) for Full-Time CAD Workstations	Monroe Central Dispatch	Per Agency	1	\$ 15,000	\$ 15,000
Mapping Core (Seat License) for Backup/Supervisor/Part-Time Workstations	Monroe Central Dispatch	Per Seat	2	\$ 750	\$ 1,500
Mapping AVL (Agency Site License) for Full-Time CAD Workstations	Monroe Central Dispatch	Per Agency	1	\$ 12,000	\$ 12,000
Mapping AVL (Seat License) for Backup/Supervisor/Part-Time Workstations	Monroe Central Dispatch	Per Seat	2	\$ 350	\$ 700
Mapping AVL Playback (Agency Site License) for Full-Time CAD Workstations	Monroe Central Dispatch	Per Agency	1	\$ 6,000	\$ 6,000
Civil Core					
Civil Core		Per Agency	1	\$ 5,000	\$ 5,000
Civil Core (Agency Site License)	Monroe County SO	Per Agency	1	\$ 7,992	\$ 7,992
Civil Advanced (Agency Site License)	Monroe County SO		1	\$ 2,664	\$ 2,664
Financial Core					
Financial Core		Per Agency	1	Included	Included
Financial Core (Agency Site License)	Monroe County SO	Per Agency	1	Included	Included

Monroe County Sheriff's Office

Zuercher Suite Contract



Jail Core			1	\$ 20,000	\$ 20,000
Jail Core (Agency Site License)	Monroe County SO	Per Agency	1	\$ 47,644	\$ 47,644
Jail Advanced (Agency Site License)	Monroe County SO	Per Agency	1	\$ 15,881	\$ 15,881
Jail M2SYS Fingerprint Scanner (Agency Site License)			1	\$ 3,245	\$ 3,245
Jail - Commissary Interface (Export)	Keefe		1	\$ 6,815	\$ 6,815
Jail - Inmate Phone Interface (Export)	IC Solutions		1	\$ 6,815	\$ 6,815
Jail - LiveScan/AFIS Interface (Export)	ID Networks		1	\$ 9,630	\$ 9,630
Jail - M2SYS Fingerprint Interface (Import)			1	\$ 6,815	\$ 6,815
Jail - Medical Records Interface (Export)	AIMM//DetainEMR		1	\$ 6,815	\$ 6,815
Jail - N-DEx Adapter (IB IEPPD)			1	Included	Included
Jail - SSA EVS Interface (Export)			1	Included	Included
Jail - VINE Interface (Export)			1	\$ 6,815	\$ 6,815
Jail - JPIS Interface (Export)			1	\$ 15,000	\$ 15,000
Mobile Core			1	\$ 5,000	\$ 5,000
Mobile AVL	Monroe County SO	Per Unit	45	\$ 200	\$ 9,000
Mobile AVL	Monroe PD	Per Unit	14	\$ 200	\$ 2,800
Mobile AVL	South Rockwood PD	Per Unit	4	\$ 200	\$ 800
Mobile AVL	Carleton PD	Per Unit	3	\$ 200	\$ 600
Mobile AVL	Luna Pier PD	Per Unit	2	\$ 200	\$ 400
Mobile AVL	Erie Township PD	Per Unit	4	\$ 200	\$ 800
Mobile AVL	Dundee PD	Per Unit	5	\$ 200	\$ 1,000
Mobile CAD	Monroe County SO	Per Unit	45	\$ 450	\$ 20,250
Mobile CAD	Monroe PD	Per Unit	14	\$ 450	\$ 6,300
Mobile CAD	South Rockwood PD	Per Unit	4	\$ 450	\$ 1,800
Mobile CAD	Carleton PD	Per Unit	3	\$ 450	\$ 1,350
Mobile CAD	Luna Pier PD	Per Unit	2	\$ 450	\$ 900
Mobile CAD	Erie Township PD	Per Unit	4	\$ 450	\$ 1,800
Mobile CAD	Dundee PD	Per Unit	5	\$ 450	\$ 2,250
Mobile Civil	Monroe County SO	Per Unit	45	Included	Included
Mobile eCitations	Monroe County SO	Per Unit	45	\$ 350	\$ 15,750
Mobile eCitations	Monroe PD	Per Unit	14	\$ 350	\$ 4,900
Mobile eCitations	South Rockwood PD	Per Unit	4	\$ 350	\$ 1,400
Mobile eCitations	Carleton PD	Per Unit	3	\$ 350	\$ 1,050
Mobile eCitations	Luna Pier PD	Per Unit	2	\$ 350	\$ 700
Mobile eCitations	Erie Township PD	Per Unit	4	\$ 350	\$ 1,400
Mobile eCitations	Dundee PD	Per Unit	5	\$ 350	\$ 1,750
Mobile Mapping	Monroe County SO	Per Unit	45	\$ 550	\$ 24,750
Mobile Mapping	Monroe PD	Per Unit	14	\$ 550	\$ 7,700
Mobile Mapping	South Rockwood PD	Per Unit	4	\$ 550	\$ 2,200
Mobile Mapping	Carleton PD	Per Unit	3	\$ 550	\$ 1,650
Mobile Mapping	Luna Pier PD	Per Unit	2	\$ 550	\$ 1,100
Mobile Mapping	Erie Township PD	Per Unit	4	\$ 550	\$ 2,200
Mobile Mapping	Dundee PD	Per Unit	5	\$ 550	\$ 2,750
Mobile NCIC	All LEA units	Per Unit	77	Included	Included
Mobile Records	Monroe County SO	Per Unit	45	\$ 950	\$ 42,750
Mobile Records	Monroe PD	Per Unit	14	\$ 950	\$ 13,300
Mobile Records	South Rockwood PD	Per Unit	4	\$ 950	\$ 3,800
Mobile Records	Carleton PD	Per Unit	3	\$ 950	\$ 2,850
Mobile Records	Luna Pier PD	Per Unit	2	\$ 950	\$ 1,900
Mobile Records	Erie Township PD	Per Unit	4	\$ 950	\$ 3,800
Mobile Records	Dundee PD	Per Unit	5	\$ 950	\$ 4,750
Personnel Core			1	Included	Included
Personnel Core (Agency Site License)	Monroe Central Dispatch	Per Agency	1	Included	Included
Personnel Core (Agency Site License)	Monroe County SO	Per Agency	1	Included	Included
Personnel Core (Agency Site License)	Monroe PD	Per Agency	1	Included	Included
Personnel Core (Agency Site License)	South Rockwood PD	Per Agency	1	Included	Included
Personnel Core (Agency Site License)	Carleton PD	Per Agency	1	Included	Included
Personnel Core (Agency Site License)	Luna Pier PD	Per Agency	1	Included	Included
Personnel Core (Agency Site License)	Erie Township PD	Per Agency	1	Included	Included
Personnel Core (Agency Site License)	Dundee PD	Per Agency	1	Included	Included

Personnel Advanced (Agency Site License)	Monroe Central Dispatch	Per Agency	1	\$ 2,178	\$ 2,178
Personnel Advanced (Agency Site License)	Monroe County SO	Per Agency	1	\$ 2,766	\$ 2,766
Personnel Advanced (Agency Site License)	Monroe PD	Per Agency	1	\$ 2,250	\$ 2,250
Personnel Advanced (Agency Site License)	South Rockwood PD	Per Agency	1	\$ 2,124	\$ 2,124
Personnel Advanced (Agency Site License)	Carleton PD	Per Agency	1	\$ 2,112	\$ 2,112
Personnel Advanced (Agency Site License)	Luna Pier PD	Per Agency	1	\$ 2,118	\$ 2,118
Personnel Advanced (Agency Site License)	Erie Township PD	Per Agency	1	\$ 2,142	\$ 2,142
Personnel Advanced (Agency Site License)	Dundee PD	Per Agency	1	\$ 2,154	\$ 2,154
Records Core			1	\$ 7,500	\$ 7,500
Records Core (Agency Site License)	Monroe County SO		1	\$ 46,200	\$ 46,200
Records Core (Agency Site License)	Monroe PD		1	\$ 15,000	\$ 15,000
Records Core (Agency Site License)	South Rockwood PD		1	\$ 2,400	\$ 2,400
Records Core (Agency Site License)	Carleton PD		1	\$ 1,200	\$ 1,200
Records Core (Agency Site License)	Luna Pier PD		1	\$ 1,800	\$ 1,800
Records Core (Agency Site License)	Erie Township PD		1	\$ 4,200	\$ 4,200
Records Core (Agency Site License)	Dundee PD		1	\$ 5,400	\$ 5,400
Records Advanced (Agency Site License)	Monroe County SO		1	\$ 15,400	\$ 15,400
Records Advanced (Agency Site License)	Monroe PD		1	\$ 5,000	\$ 5,000
Records Advanced (Agency Site License)	South Rockwood PD		1	\$ 800	\$ 800
Records Advanced (Agency Site License)	Carleton PD		1	\$ 400	\$ 400
Records Advanced (Agency Site License)	Luna Pier PD		1	\$ 600	\$ 600
Records Advanced (Agency Site License)	Erie Township PD		1	\$ 1,400	\$ 1,400
Records Advanced (Agency Site License)	Dundee PD		1	\$ 1,800	\$ 1,800
Records eCitations			1	\$ 5,000	\$ 5,000
Records eCitations State-Specific Form			1	\$ 5,000	\$ 5,000
Records - MI Crime Reporting (MICR) Interface			1	Included	Included
Records - MSP TCRS Interface (Import)			1	\$ 13,700	\$ 13,700
Records - JIS MiCOURT eCitations Interface (Export)			1	\$ 9,000	\$ 9,000
Records - N-DEX Adapter (IA IEPD)			1	Included	Included
Records - ImageSoft OnBase CMS Interface (Import and Export)			1	\$ 37,500	\$ 37,500
Reporting Core			1	Included	Included
Reporting Universal Interface Engine			1	Included	Included
Zuercher Suite - LEIN/NCIC Interface (Basic Queries)	QA (Article), QB (Boat), 47:35 (Drivers License), QG (Gun), 47:27 (Snowmobile/Boat Operator), 47:15 (Vehicle Registration), Data mining (MI only)		1	\$ 10,000	\$ 10,000
Zuercher Suite - Additional Agency LEIN/NCIC Interface	Monroe County SO		1	\$ 2,500	\$ 2,500
Zuercher Suite - Additional Agency LEIN/NCIC Interface	Monroe PD		1	\$ 2,500	\$ 2,500
Zuercher Suite - Additional Agency LEIN/NCIC Interface	South Rockwood PD		1	\$ 825	\$ 825
Zuercher Suite - Additional Agency LEIN/NCIC Interface	Carleton PD		1	\$ 375	\$ 375
Zuercher Suite - Additional Agency LEIN/NCIC Interface	Luna Pier PD		1	\$ 825	\$ 825
Zuercher Suite - Additional Agency LEIN/NCIC Interface	Erie Township PD		1	\$ 1,238	\$ 1,238
Zuercher Suite - Additional Agency LEIN/NCIC Interface	Dundee PD		1	\$ 2,500	\$ 2,500
Zuercher Suite - LEIN/NCIC Interface (Criminal History)	AQ, AR, QH, QH 10, QHW, QR		1	\$ 1,250	\$ 1,250
Zuercher Suite - LEIN/NCIC Interface (Additional States Data Mining)	IN, OH		1	\$ 2,500	\$ 2,500
Zuercher Suite - Time Synchronization Interface			1	Included	Included
Software and Servers Total					\$ 856,046
Subscriptions	Comments	Unit	Qty	Price	Total
CAD - CLQ Location and Image Retrieval Subscription Core (up to 1,000 messages per month)			1	\$ 3,000	\$ 3,000
CAD - CLQ Location and Image Retrieval Subscription Core (Agency Site License)	Monroe Central Dispatch		1	\$ 3,000	\$ 3,000
CAD - Priority SMS Paging Subscription Core (up to 1,500 messages per full-time dispatch seat per month)			1	\$ 2,000	\$ 2,000
CAD - Priority SMS Paging Subscription Core (Agency Site License)	Monroe Central Dispatch		1	\$ 3,000	\$ 3,000

Field Ops Subscription (for Zuercher Mobile users)	Monroe County SO	Per User	45	\$	120	\$	5,400
Field Ops Subscription (for Zuercher Mobile users)	Monroe PD	Per User	14	\$	120	\$	1,680
Field Ops Subscription (for Zuercher Mobile users)	South Rockwood PD	Per User	4	\$	120	\$	480
Field Ops Subscription (for Zuercher Mobile users)	Carleton PD	Per User	3	\$	120	\$	360
Field Ops Subscription (for Zuercher Mobile users)	Luna Pier PD	Per User	2	\$	120	\$	240
Field Ops Subscription (for Zuercher Mobile users)	Erie Township PD	Per User	4	\$	120	\$	480
Field Ops Subscription (for Zuercher Mobile users)	Dundee PD	Per User	5	\$	120	\$	600
Field Ops Subscription	Monroe Central Dispatch	Per User	19	\$	360	\$	6,840
Community Data Platform Subscription	Monroe Central Dispatch		1		Included		Included
Community Data Platform Subscription	Monroe County SO		1		Included		Included
Community Data Platform Subscription	Monroe PD		1		Included		Included
Community Data Platform Subscription	South Rockwood PD		1		Included		Included
Community Data Platform Subscription	Carleton PD		1		Included		Included
Community Data Platform Subscription	Luna Pier PD		1		Included		Included
Community Data Platform Subscription	Erie Township PD		1		Included		Included
Community Data Platform Subscription	Dundee PD		1		Included		Included
Subscriptions Total						\$	27,080
Peripheral Hardware							
	Comments	Unit	Qty	Price	Total		
Jail - Mugshot Camera Package (Canon EOS Rebel)	Monroe County SO		3	\$	1,396	\$	4,188
Jail - Fingerprint Scanner, Dual Finger (M2Sys)	Monroe County SO		3	\$	348	\$	1,044
Peripheral Hardware Total						\$	5,232
Services							
	Comments	Unit	Qty	Price	Total		
Project Manager		Per Project	1	\$	79,642	\$	79,642
Configuration and Business Process Review (BPR)							
<i>2 round-trips anticipated</i>		Per Project	1	\$	23,430	\$	23,430
Training							
- Administration							
- CAD							
- Civil							
- Jail (Train the Trainer)							
- Mobile (Train the Trainer)							
- Records (Train the Trainer)							
<i>3 round-trips anticipated</i>		Per Project	1	\$	23,048	\$	23,048
Go Live Support							
<i>3 round-trips anticipated</i>		Per Project	1	\$	21,060	\$	21,060
Mapping - One-time GIS Data Set Up			1	\$	4,500	\$	4,500
Data Conversion	NewWorld CAD	Per Module	1	\$	18,000	\$	18,000
Data Conversion	Custom RMS	Per Module	1	\$	18,000	\$	18,000
Services Total						\$	187,680

TOTALS				
Software and Servers Total				\$ 856,046
Subscriptions Total				\$ 27,080
Peripheral Hardware Total				\$ 5,232
Services Total				\$ 187,680
TOTAL				\$ 1,076,038
Recurring (Subscriptions & Maintenance)				
Subscriptions (Year 1)			1	Prepaid
Subscriptions (Year 2)			1	\$ 28,434
Subscriptions (Year 3)			1	\$ 29,856
Subscriptions (Year 4)			1	\$ 31,348
Subscriptions (Year 5)			1	\$ 32,916
Maintenance & Support (Year 1)			1	Included
Maintenance & Support (Year 2)			1	\$ 142,444
Maintenance & Support (Year 3)			1	\$ 149,566
Maintenance & Support (Year 4)			1	\$ 157,044
Maintenance & Support (Year 5)			1	\$ 164,897
Taxes are not included in the pricing.				

Exhibit C: Payment Schedule

The total amount of this contract is \$1,076,038.

The amounts due under this contract are as follows:

Upon contract execution	50%	\$538,019
Completion of BPR	30%	\$322,811.40
Go Live	20%	\$215,207.60

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$142,444 and an annual subscription fee in the amount \$28,434 will be due. Thereafter, the annual maintenance fee 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

1.0 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.

2.0 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.

2.1 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;

2.2 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.

3.0 Support

3.1 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.

3.2 GIS Support

3.2.1 *One-time GIS Data Set UP*

Zuercher will apply one (1) GIS update per month as part of this contract to the Customer's map. The

update includes conversion of submitted data to Zuercher Suite standard and addition or removal of map layers.

3.2.2 GIS Data Management

GIS data management is defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or polygons (e.g. Emergency Service Zones) that occur after the date of the software install.

3.3 Server Hardware Maintenance

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

3.4 Customer Responsibilities

3.4.1 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.

3.4.2 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.

3.4.3 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.

3.4.4 Security

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

3.4.5 System Updates

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

Exhibit E: Community Data Platform Membership Agreement

Client: Monroe County Sheriff

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 law enforcement 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
RMS Incidents			
<ul style="list-style-type: none"> • Quickview (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency) 	YES	YES	
CAD Call for Service			
<ul style="list-style-type: none"> • QuickView 	YES		

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

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. 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 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 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:
Monroe County		TriTech Software Systems
Attn:		Attn: Contracts
106 East 1 st Street		9477 Waples Street, Suite 100
Monroe, MI 48161		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 Michigan, 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.

COUNTY OF MONROE

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 CrimeView@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.

Swanson Services Corporation® Cobra Banker® software / Commissary Contract Addendum

This addendum to the contract between Swanson Services Corporation® (Swanson) and the Monroe County Sheriff's Office (Client) located at 100 East 2nd St., Monroe, MI 48161, will provide the Monroe County Sheriff's Office with The Cobra Banker® software and Services listed below.

This service is in conjunction with the existing commissary contract and services outlined in the original contract and proposal from Swanson dated November 13, 2006. This addendum will be effective July 1, 2011, extending the contract for an additional period of Five (5) years through May 1, 2016. Thereafter, the contract will automatically renew for one (1) year terms, unless cancelled in writing at least ninety (90) days prior to the expiration of this extension or any automatic extension renewal. All other conditions of the original contract will remain in place except where indicated below.

A. Swanson will provide the following:

- Two (2) Cobra Combo Booking Cashier (No Fee)
- Nineteen (19) Cobra Pod Kiosks

B. Ownership and all rights to the Swanson Overnite Commissary® and the Cobra Banker® Software shall remain at all times with Swanson and the Client shall protect such rights against any attempts to copy or tamper with such software without the express written consent of Swanson.

C. Monroe County will also receive a non-exclusive license to our Cobra Banker® Software with the full completion of this agreement.

Monroe County Sheriff's Office, MI



Name: Tilman L. Crutchfield
Title: Sheriff, Monroe County MI

9-30-2011
Date

Swanson Services Corporation®



Clay Kling, Vice President, OPS

10-13-2011
Date

SWANSON FACILITY PROCESSING AGREEMENT

Name: <u>MONROE COUNTY SHERIFF</u>	Government Payment Service, Inc. ("GPS")
Address 1: <u>100 E. 2ND ST.</u>	7102 Lakeview Parkway West Drive
Address 2: _____	Indianapolis, Indiana 46268
Address 3: _____	Phone: (866) 564-0169
City: <u>MONROE</u>	Facsimile: (888) 665-4755
State: <u>MI</u> ZIP: <u>48161</u>	Email: accountservices@govpaynet.com
Phone: <u>734-240-7549</u>	
Contact Email: <u>heath.velliquette@monroemi.org</u>	

- A. **Appointment.** By entering into this Facility Processing Agreement ("Agreement"), the above-named agency ("Facility") authorizes GPS to act on its behalf in processing credit, debit, and prepaid debit card transactions through the Visa, MasterCard, Discover, and American Express payment systems. GPS shall process payments to Facility for the purposes of accepting payments (i) to Facility trust accounts; (ii) of inmate obligations (accounts receivable); and (iii) to Facility for non-commissary purposes, to be applied for various purposes, at Facility's discretion.
- B. **Terms of Service.** Attachment "A," General Terms and Conditions, attached hereto, is by this reference incorporated in its entirety into this Agreement.
- C. **Term and Termination.** This Agreement shall become effective upon the date of the latter signature to this Agreement and shall continue for three years, automatically renewing for an additional one year period. This Agreement may be terminated (i) by Facility at any time with or without cause upon 30 days written notice to GPS; (ii) by GPS upon 30 days' written notice to Facility prior to its renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure the breach if such breach is capable of being cured.
- D. **Service Fees.** GPS shall collect from cardholders an amount that is the total of the principal payment a cardholder requests through GPS and the applicable service fee specified on Attachment "A." GPS shall obtain authorization to process a charge to the cardholder's credit card account or debit card account for purposes of funding the total of the requested payment and the service fee, retaining the service fee as GPS's sole compensation. GPS shall not charge any fees to Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

[FACILITY]

GOVERNMENT PAYMENT SERVICE, INC.


Signature

Signature

[NAME] HEATH VELLIQUETTE

Mark E. MacKenzie

[TITLE] CHIEF DEPUTY

Chief Executive Officer

Date: 3-3-14

Date: _____

ATTACHMENT "A": GENERAL TERMS AND CONDITIONS - MICHIGAN

SERVICE FEES		
Payment Category	Unassisted (website direct)	Assisted (Phone Representative)
Facility Trust Account/Inmate Accounts Receivable Payments*	4.5% of payment amount plus \$0.75 (\$5.25 minimum fee)	6% of payment amount plus \$0.75 (\$6.75 minimum fee)
Facility Payments (non-commissary)	8.0%	8.0%

*Inmate Accounts Receivable Payments may include payments related to preventing or reducing a period of incarceration as well as satisfying public obligations including, but not limited to, restitution, electronic monitoring fees, probation fees, delinquent child support, court fees and costs, outstanding warrants, fines, and other charges which a court or other public authority has jurisdiction to impose or collect.

1. Fees. GPS may modify the above service fees at its sole option, providing Facility with 30 days' advance written notice of such modification and a revised Attachment "A" reflecting modified fees prior to imposing a new fee structure. **ALL SERVICE FEES ARE NON-REFUNDABLE.**

2. Payment Types. Facility shall advise GPS in writing at the time of implementation what types of payments within a category Facility desires GPS to process on its behalf. Facility may authorize GPS to accept additional payment types or cancel the processing through GPS of any payment types by specifying any such changes to GPS in writing. Any such changes will be subject to GPS acceptance and confirmation in writing and will require reasonable lead time to implement. For purposes of this Section, "in writing" shall mean a letter, email, or facsimile.

3. Services and Administration. Cardholders may complete transactions using the web address GPS designates to Facility, or by telephone using the toll-free number GPS has established for this purpose and with the assistance of a customer service representative ("CSR"). CSRs shall be available on a 24/7/365 basis. GPS processes all transactions, however, via Internet. GPS shall forward funds electronically to Facility's designated account within two business days after transaction authorization. The application of funds for any particular purpose shall be at Facility's discretion and the responsibility of Facility to administer. GPS shall be responsible for handling all reversals (i.e., chargebacks), representations, and transaction disputes associated with cardholders' use of cards to make payments to Facility through GPS. Facility shall have no liability for chargebacks that are upheld through industry procedures or that GPS chooses, in its sole discretion,

not to contest. For purposes of closing GPS books and records, all payments will be considered no longer subject to chargeback 12 months after their authorization date. Facility Trust Account Payments are limited to (i) a minimum per payment amount of \$25.00 and a maximum per payment amount of \$100.00; (ii) a maximum per inmate/per week or per cardholder/per week total amount of \$200.00; and (iii) a maximum of five payments per inmate/per week or per cardholder/per week. Inmate Accounts Receivable Payments are subject to the foregoing limitations except there is no minimum payment requirement. Facility Payments (non-commissary) are limited to \$5,000 per payment. GPS reserves the right to modify these limitations to control fraud in the event excessive chargebacks, law enforcement inquiries, or other factors indicate fraudulent activity. Facility will provide reasonable cooperation in fraud control efforts.

4. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. GPS further warrants that during the performance of this Agreement, GPS (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class and (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes.

5. Indemnification. GPS shall indemnify and save harmless Facility, its agents, officers, and employees from responsibility or liability for damages, costs,

expenses, (including reasonable attorney fees and defense costs) directly resulting from GPS performance of the services described in this Agreement, subject to the following:

GPS LIABILITY IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. GPS IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH GPS DOES NOT RESULT IN A GPS GUARANTEE OF ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. EXCEPT FOR THE WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, GPS DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. GPS SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FACILITY BEARS ALL RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH THE APPLICATION OF FUNDS AND SERVICES PROVIDED BY GPS UNDER THIS AGREEMENT.

6. Independent Contractor. GPS shall provide all services to Facility as an independent contractor to Facility. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

7. Taxes. GPS shall be responsible for the payment of all taxes legally imposed upon its services.

8. Notices. With the exception of Facility instructions to GPS and GPS confirmations under Section 1, all notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate. Notices and consents under this section shall be deemed to be received, if sent by mail or

courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

9. Miscellaneous. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God and similar occurrences. This Agreement shall be governed by the internal laws of the state in which Facility is located. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument.

10. Completeness. This Agreement including this Attachment "A" is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with law, regulation, or payment card industry association rules and GPS provides prompt notice to Facility of such change(s).

