

RESOLUTION NO.: 2018-R39 (AMENDED MAY 8, 2018)
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: APRIL 24, 2018 ASSIGNED TO: PUB. SAFETY

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUMMIT COUNTY, TO SHARE THE COST OF PURCHASING A COMPUTER AIDED DISPATCH SYSTEM, AND DECLARING AN EMERGENCY.

WHEREAS, the City has previously entered into an Agreement with Summit County and the cities of Akron, Cuyahoga Falls, Fairlawn, Tallmadge and Stow, to share the costs of a professional services contract to study the purchase of a computer aided dispatch system; and

WHEREAS, the results of that study and the recommendation of the consultant and the legal subcommittee is to form an intergovernmental agreement between the County and the partner communities; and

WHEREAS, the County, while representing the partner communities and in conjunction with the consultant has negotiated shared pricing and group discounts for the purchase of the new computer aided dispatch system: and

WHEREAS, it is in the best interest of the residents of the City of Green to participate in the cost sharing and update the equipment in the City's dispatch center.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:

SECTION ONE:

Green City Council desires to authorize the Mayor to enter into an Agreement **under a form and cost structure** with Summit County (**similar in design and scope to Exhibit "A", attached hereto**) ~~that will describe~~ **which currently identifies** the initial costs allocated to each participating dispatch center, the ongoing annual maintenance costs, the timing of when money must be paid throughout the 18-month implementation, shares in the cost of a county CAD administrator, calls for a reconciliation of costs upon readiness to go live with the software, describes how additional entities may be added to the consolidation in the future and describes the collective governance of the county system. (the "Agreement").

SECTION TWO:

The Mayor is specifically granted the authority to enter into an Agreement that contains all of the elements contained in Section One, and in which the costs do not exceed Project Cost Drafts set forth in **Exhibit "A" and its Attachments** Exhibits "B", "C", "D", "E-1", "E-2", "E-3", and "E-4", attached hereto and made a part hereof.

SECTION THREE:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meeting of this Council and any

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deliberations of this City and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION FOUR:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety, and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths ($\frac{3}{4}$ ths) of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: May 22, 2018

Nichole Baldinger
Molly Kapeluck, Clerk

Chris Humphrey
Chris Humphrey, Council President

APPROVED: May 29, 2018

Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

ENACTED EFFECTIVE: May 22, 2018

ON ROLL CALL: Babbitt Aye Dyer Aye Humphrey Aye Young Aye
Shaughnessy Aye Speight Aye Yeargin Aye
Adopted 7-0

Suburbanite publication on May 25, 2018 and June 1, 2018

Nichole Baldinger
Molly Kapeluck, Clerk

05/03/2018 Approved as to form and content by William G. Chris, Director of Law, Interim W. Chris

Intergovernmental Agreement 2018-R39 Amended Exhibit "A"
Between
County of Summit
City of Akron
City of Cuyahoga Falls
City of Fairlawn
City of Green
and
City of Stow
Acquisition, Installation and Operation of a Consolidated
Computer Aided Dispatch System

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into as of the 1st day of July, 2018 by and between the County of Summit, Ohio, a charter county organized and existing under the laws of the State and its charter (the "County"), the City of Akron, Ohio, a charter municipality organized and existing under the laws of the State and its charter ("Akron"), the City of Cuyahoga Falls, Ohio, a charter municipality organized and existing under the laws of the State and its charter ("Cuyahoga Falls"), the City of Fairlawn, Ohio, a charter municipality organized and existing under the laws of the State and its charter ("Fairlawn"), the City of Green, Ohio a charter municipality organized and existing under the laws of the State and its charter ("Green"), and the City of Stow, Ohio a charter municipality organized and existing under the laws of the State and its charter ("Stow," and, collectively with County, Akron, Cuyahoga Falls, Fairlawn, and Green, the "Parties"). Capitalized words and terms not defined elsewhere in this Agreement shall have the meanings assigned to them in Section 1.2 hereof.

RECITALS:

A. Each of the Parties operate a Public Safety Answering Point ("PSAP") through which they dispatch emergency calls to public safety forces, both within their individual communities and for other political subdivisions for which they have contracts to provide dispatch services ("Contracted Dispatch Communities").

B. The Parties desire to procure a consolidated Computer Aided Dispatch System ("Consolidated CAD System") for their collective use in each of their PSAP operations and the dispatch operations of their public safety forces and the safety forces of Contracted Dispatch Communities ("PSAP and Dispatch Operations").

C. The Parties desire to procure a Consolidated CAD System for their collective use in order to maintain full interoperability and redundancy, replace aging systems, reduce their costs from replacing multiple systems, and improve the safety of their residents.

D. The Parties and their consultant have identified Tyler Technologies' ("Tyler") New World Computer Aided Dispatch Platform ("Tyler CAD System") as the most comprehensive system for their use as a Consolidated CAD System, and the same can be procured by the County through its procurement processes.

E. The Parties intend for the County to purchase the Tyler CAD System to serve as the Consolidated CAD System for their PSAP and Dispatch Operations, and the Parties intend to share in the cost of the purchase of the Tyler CAD System, as set forth in this Agreement.

F. The Parties further intend for the Consolidated CAD System to be owned by the County and to be shared by the Parties for their individual and collective use in their PSAP and Dispatch Operations, as set forth in this Agreement.

G. The Parties further intend to set forth in this Agreement the terms and conditions whereby the Consolidated CAD System shall be used, operated and maintained, and whereby the Parties shall share in the costs for said ongoing use, operation and maintenance.

H. Prior to execution of this Agreement, each of the Parties have obtained the approval to enter into the same from their respective Legislative Authority.

NOW, THEREFORE, in consideration of the forgoing recitals, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the County and the Subdivisions hereby agree as follows:

Section 1. Definitions.

1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms used in this Agreement are defined below.

1.2 Definitions. The following are defined terms in this Agreement:

“9-1-1 Wireless Funds” means the funds received by the County from the State on behalf of the PSAPs in the County for 9-1-1 emergency calls originating from wireless devices, as set forth in Chapter 128 of the Ohio Revised Code.

“Additional Consolidated CAD System Installation Goods and Services” means those goods and services, in addition to the Tyler CAD System, necessary to initially install the Consolidated CAD System, including the hardware costs and server hosting set up cost, as set forth on Exhibit B, and identified thereon as Section 3 costs.

“Agreement” means this Intergovernmental Agreement, as amended or supplemented from time to time.

“Akron” means the City of Akron, Ohio, a charter municipality organized and existing under the laws of the State and its charter.

“Annual Estimated Recurring CAD Costs Statement” means the statement of estimated Annual Recurring Consolidated CAD System Operating Costs for the forthcoming calendar year, approved by the Consolidated CAD Oversight Committee and provided by the County to the other Parties pursuant to Section 4.2 of this Agreement.

“Annual Final Recurring CAD Costs Statement” means the statement of actual Annual

Recurring Consolidated CAD System Operating Costs for the preceding calendar year, approved by the Consolidated CAD Oversight Committee and provided by the County to the other Parties pursuant to the reconciliation process set forth in Section 5.3 of this Agreement.

“Annual Recurring Consolidated CAD System Operating Costs” means the Recurring Consolidated CAD System Operating Costs necessary to operate the Consolidated CAD System in each calendar year, commencing in calendar year 2021.

“Change Order” means any change, revision or addition to any contract related to the Acquisition and Installation of the Tyler CAD System, the Additional consolidated CAD System Installation Goods and Services and/or the Recurring Consolidated CAD System Operating Costs, as approved by this Agreement, that results in an additional cost or reduction in cost.

“Consolidated CAD System” means the consolidated Computer Aided Dispatch System that will be procured, used, operated and maintained pursuant to this Agreement for the Parties’ collective use in each of their PSAP and Dispatch Operations, which the Parties anticipate to initially be the Tyler CAD System.

“Consolidated CAD System Administration Fund” means the fund owned and operated by the County wherein all funds paid by the Parties for the Consolidated CAD System Installation and Recurring Consolidated CAD System Operating Costs, other than costs related to the purchase of any hardware and software that is a capital asset comprising a capital portion of the Consolidated CAD System, shall be deposited and costs related to the same will be paid from this fund by the County.

“Consolidated CAD System Capital Fund” – means the fund owned and operated by the County wherein all funds paid by the Parties for the purchase of any hardware and software that is a capital asset comprising a portion of the consolidated CAD System shall be deposited and costs related to the same will be paid from this fund by the County.

“Consolidated CAD Oversight Committee” means the committee created pursuant to Section 7 of this Agreement to generally oversee the operation of the Consolidated CAD System.

“Consolidated CAD System Administrator” means the individual employed by the County who is primarily responsible for the management, operation and maintenance of the Consolidated CAD System per Section 6 of this Agreement.

“Consolidated CAD System Installation” means the Tyler CAD System Acquisition and Installation and the Additional Consolidated CAD System Installation Goods and Services.

“Consolidated CAD System Staff” means the Consolidated CAD System Administrator and such other staff employed by the County to manage, operate and maintain the Consolidated CAD System per Section 6 of this Agreement.

“Contracted Dispatch Community or Contracted Dispatch Communities” means the political subdivisions who receive dispatch services pursuant to a contract from one of the Parties. Contracted Dispatch Communities are not Parties to this Agreement and shall not serve as

members of the Consolidated CAD Oversight Committee, but may serve on any subcommittee created by the Consolidated CAD Oversight Committee.

“County” means the County of Summit, Ohio, a charter county organized and existing under the laws of the State and its charter.

“Cuyahoga Falls” means the City of Cuyahoga Falls, Ohio, a charter municipality organized and existing under the laws of the State and its charter.

“Fairlawn” means the City of Fairlawn, Ohio, a charter municipality organized and existing under the laws of the State and its charter.

“First-Half Tax Distribution” means the distribution of funds to ~~the Citya Party~~ on the First-Half Tax Distribution Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time.

“First-Half Tax Distribution Date” means date of the distribution of funds to the various taxing districts in the County with respect to the First-Half Tax Settlement Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

“First-Half Tax Settlement Date” means the date of settlement of real property taxes and assessments pursuant to Section 321.24(A) of the Ohio Revised Code, as amended from time to time, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

“Green” means the City of Green, Ohio, a charter municipality organized and existing under the laws of the State and its charter.

“Initial Recurring CAD System Operating Costs” means the Recurring CAD System Operating Costs necessary for the operation of the Consolidated CAD System that will be incurred by the Parties during the periods of (i) execution of this Agreement to December 31, 2018, (ii) calendar year 2019, and (iii) calendar year 2020, as set forth on Exhibit B, and identified therein as Section 4 costs.

“Interest Rate for Advances” means the interest rate equal to 4.0% per annum.

“Legislative Authority” means, as to the County, the County Council, and, as to Akron, Cuyahoga Falls, Green, Fairlawn and Stow, their respective legislative bodies.

“LGIF Funds” mean the grant funds awarded by the State to the County, Cuyahoga Falls, Stow and Stow’s Contracted Dispatch Communities of the Village of Mogadore, Ohio and City of Tallmadge, Ohio in the amount of \$500,000 to offset the cost of the purchase of the Consolidated CAD System for the benefit of the communities that applied for said grant.

“Master Costs Calculation Exhibit” means Exhibit E, attached hereto and incorporated

fully herein, which sets forth the manner and methodology of the distribution of the costs provided for under this Agreement, both known and unknown at the time of execution, between the Parties in a reasonable, fair and equitable manner. Pursuant to Sections ____, ____, and ____, the Master Costs Calculation Exhibit may be revised by the Consolidated CAD Oversight Committee upon the addition of a Subsequent Additional User, Withdrawal of a Party and/or to account for the addition or loss of a Contracted Dispatch Community by a Party, but the general manner and methodology for the calculation of costs shall be preserved therein. Additionally, pursuant to Section ____, the Master Costs Calculation Exhibit may be amended to reflect a change in the manner and methodology of the calculation of costs, but only upon the unanimous consent of all Parties. Any reference to the Master Costs Calculation Exhibit herein shall include any subsequent amendments thereto.

“Parties” means the County, Akron, Cuyahoga Falls, Green, Fairlawn and Stow, and any Subsequent Additional Users, or some subset thereof as context may dictate, and “Party” shall mean a single entity.

“Person” means firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.

“Professional Services” means the services rendered by Tyler and its third-party vendors in the installation, implementation, data conversion, maintenance, interface set up and project management of the Tyler CAD System.

“PSAP” means the Public Safety Answering Points operated by the Parties.

“PSAP and Dispatch Operations” means the PSAP operations of the Parties and the dispatch operations of the Parties’ public safety forces and the safety forces of Contracted Dispatch Communities.

“Recurring Consolidated CAD System Operating Costs” means the costs for those goods, services and County staffing expenses necessary to operate the Consolidated CAD System, including the Initial Recurring Consolidated CAD System Operating Costs set forth on Exhibit B, and identified therein as Section 4 costs, the Annual Recurring Consolidated CAD System Operating Costs which are necessary to operate the Consolidated CAD System following the time periods set forth on Exhibit B throughout the Term of this Agreement.

“Second-Half Tax Distribution” means the distribution of funds to ~~the Citya Party~~ on the Second-Half Tax Distribution Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time.

“Second-Half Tax Distribution Date” means date of the distribution of funds to the various taxing districts in the County with respect to the Second-Half Tax Settlement Date pursuant to Section 321.24(F) of the Ohio Revised Code, as amended from time to time.

“Second-Half Tax Settlement Date” means the date of settlement of real property taxes and assessments pursuant to Section 321.24(C) of the Ohio Revised Code, as amended from time to

time, provided such funds shall not include any amounts attributable to general or special assessments or payments in lieu of taxes.

“State” means the State of Ohio.

“Stow” means the City of Stow, Ohio, a charter municipality organized and existing under the laws of the State and its charter.

“Subsequent Additional Users” means any political subdivision of the State or such other entity authorized to operate a PSAP under the laws of the State and that is in fact operating a PSAP who, subsequent to the execution of this Agreement, becomes a Party to this Agreement as set forth in Section 8.

“Term” means the term of this Agreement, and all renewal terms of this Agreement, as set forth in Section 10 of this Agreement.

“Tyler” means Tyler Technologies, its successors and assigns.

“Tyler Agreement” means anthe Agreement to procure all necessary Professional Services, software, hardware, maintenance, license and subscription agreements, including those of Tyler and its third-party vendors, for the Tyler CAD System which will be entered into by and between Tyler and the County, as amended or supplemented from time to time in accordance with their terms, which agreement will be substantially in the form attached hereto as Exhibit A. The term Tyler Agreement shall also include any other documents necessary to effectuate the same.

“Tyler CAD System” means the Tyler Technologies New World Computer Aided Dispatch System, which shall be procured by the County through the Tyler Agreement.

“Tyler CAD System Acquisition and Installation” means the initial purchase and installation, pursuant to the Tyler Agreement, of the Tyler CAD System for use by each of the Parties’ PSAP and Dispatch Operations, including, but not limited to the Professional Services, software, hardware, licenses, maintenance and subscription agreements, including those of Tyler and its third-party vendors, necessary to begin use of the Tyler CAD System as the Consolidated CAD System, and identified on Exhibit B as Section 2 costs.

1.3. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs, or clauses.

Section 2. Procurement, Acquisition and Installation of the Tyler CAD System.

2.1. Procurement of the Tyler CAD System. Upon execution of this Agreement by all Parties, the County will enter into the Tyler Agreement in order to purchase the Tyler CAD System to serve as the initial Consolidated CAD System, in accordance with the terms of the Tyler Agreement, which is set forth on Exhibit A and fully incorporated herein by reference. ~~The Parties acknowledge and agree that the~~ The County represents that the procurement of the Tyler CAD System through the Tyler Agreement complies with the provisions of Section 128.03(F) of the Ohio Revised Code and Section 177.07(a)(14) of the Codified Ordinances of the County of

Summit regarding the purchase or other acquisition, installation, and maintenance of customer premises equipment at a PSAP.

2.2 Costs for the Tyler CAD System Acquisition and Installation. Pursuant to the Tyler Agreement, the County shall be initially responsible for the payment of the costs of the Tyler CAD System Acquisition and Installation, the total cost of which is set forth on Exhibit B. Akron, Cuyahoga Falls, Green, Fairlawn and Stow shall each pay to the County their respective share of the cost of the Tyler CAD System Acquisition and Installation for their PSAP and Dispatch Operations, including those of their respective Contracted Dispatch Communities, as set forth on Exhibit B. The County shall be responsible for the balance owed to Tyler for the Tyler CAD System Acquisition and Installation that is not otherwise paid to the County by one of the other Parties, which amount is set forth on Exhibit B. The Parties acknowledge and agree that the costs set forth on Exhibit B for the Tyler CAD System Acquisition and Installation are more fully set forth on the Master Costs Calculation Exhibit, which is attached hereto as Exhibit E, and that the manner and methodology incorporated into and used in the Master Costs Calculation Exhibit are a reasonable, fair and equitable distribution of the Tyler CAD System Acquisition and Installation costs. Each of the Parties shall be responsible for obtaining the portion of their costs for the Tyler CAD System Acquisition and Installation from their Contracted Dispatch Communities, in the manner and method they determine appropriate. All payments shall be made in accordance with Section 5 of this Agreement.

2.3 Change Orders. The Parties anticipate that there may be additions or changes to the Tyler CAD System during the Tyler CAD System Acquisition and Installation that will necessitate additional costs to be paid to Tyler through a change order to the Tyler Agreement ("Change Order"). In the event a Change Order is specific to an individual Party, including for its Contracted Dispatch Communities, both the County and that Party shall approve the Change Order in writing prior to the County authorizing the addition or change that will be paid through the Change Order. The County and Party or Parties shall obtain any necessary administrative approval and the approval of their respective Legislative Authorities or any of its Contracted Dispatch Communities prior to approving the Change Order in writing. Any additional cost for the Change Order shall then be added to the costs owed by the Party to the County as part of the reconciliation process set forth in Section 5.3 of this Agreement. The same process shall be used when a Change Order affects more than one, but less than all of the Parties, and the costs will be split proportionately amongst the affected Parties as agreed to by those Parties prior to the approval of the Change Order.

In the event a Change Order is necessary to effect a change or addition to the entire Tyler CAD System, and/or will benefit, and/or is requested by all of the Parties, then the Consolidated CAD Oversight Committee shall meet and approve the same. After the approval of the Consolidated CAD Oversight Committee, the County shall submit a Change Order in writing to Tyler authorizing the addition or change. Upon receipt of an invoice for the Change Order from Tyler to the County, County shall pay the same, and the additional cost shall be ultimately included and distributed to the Parties as part of the reconciliation process set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit. Because any Change Order approved pursuant to this paragraph will benefit all Parties, the Parties acknowledge that they will all be bound by any Change Order approved pursuant to this Section by the Consolidated CAD Oversight Committee, and that the same shall not be subject

to further approval by their respective Legislative Authorities.

~~It is anticipated that prior to the approval by any Party of a Change Order as set forth above, that all Parties will obtain any necessary administrative approval and/or approval from its Legislative Authority, and where applicable, any necessary administrative approval and/or approval from any of its Contracted Dispatch Communities benefitting from or requesting the Change Order.~~

Section 3 Additional Consolidated CAD System Installation Goods and Services.

3.1 Procurement of the Additional Consolidated CAD System Installation Goods and Services.

In addition to the costs for the Tyler CAD System Acquisition and Installation, the Parties understand and agree that certain Additional Consolidated CAD System Installation Goods and Services are necessary to fully install and implement the Consolidated CAD System. Upon execution of this Agreement, the County shall enter into any agreements, pursuant to applicable procurement laws and regulations, with any necessary third-party vendors to provide the Additional Consolidated CAD System Installation Goods and Services.

3.2 Costs of the Additional Consolidated CAD System Installation Goods and Services.

The County shall be initially responsible for the payment of the costs of the Additional Consolidated CAD System Installation Goods and Services, the costs of which are set forth on Exhibit B. Akron, Cuyahoga Falls, Green, Fairlawn and Stow shall each pay to the County their respective share of the cost of the Additional Consolidated CAD System Installation Goods and Services for their PSAP and Dispatch Operations, including those of their respective Contracted Dispatch Communities, as set forth on Exhibit B. The County shall be responsible for the balance owed for the Additional Consolidated CAD System Installation Goods and Services that is not otherwise paid to the County by one of the other Parties, which amount is set forth on Exhibit B. The Parties acknowledge and agree that the costs set forth on Exhibit B for the Additional Consolidated CAD System Installation Goods and Services are more fully set forth on the Master Costs Calculation Exhibit, which is attached hereto as Exhibit E, and that the manner and methodology incorporated into and used in the Master Costs Calculation Exhibit are a reasonable, fair and equitable distribution of the Additional Consolidated CAD System Installation Goods and Services costs. Each of the Parties shall be responsible for obtaining the portion of their costs for the Additional Consolidated CAD System Installation Goods and Services from their Contracted Dispatch Communities, in the manner and method they determine appropriate. All payments shall be made in accordance with Section 5 of this Agreement.

3.3 Change Orders. The Parties acknowledge that given their nature, any change or addition to the Additional Consolidated CAD System Installation Goods and Services will ~~aeffect~~ the entire Consolidated CAD System and therefore all of the Parties. Therefore, the Parties hereby authorize the County to authorize in writing any minor Change Order to any individual third-party vendor supplying the Additional Consolidated CAD System Installation Goods and Services of up to an aggregate amount with that vendor of up to 20% or \$20,000, whichever is greater, of the amount, set forth on Exhibit B for any individual third-party vendor, without additional prior authorization of the Parties, provided the County determines, in good faith, the procurement of such good/service is reasonably necessary. The County shall pay any third-party vendor for the cost of such minor Change Order, and shall obtain reimbursement from the Parties

as part of the reconciliation process set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit. In no event shall the County's authority under this Section exceed \$50,000 in the aggregate for all third-party vendors providing Additional Consolidated CAD System Installation Goods and Services.

For any other Change Order exceeding an aggregate amount of 20% or \$20,000 for any individual third-party vendor, whichever is greater, of the amount set forth on Exhibit B for any individual third-party vendor supplying any Additional Consolidated CAD System Installation Goods and Services, or exceeding \$50,000 in the aggregate for all third-party vendors, the Consolidated CAD Oversight Committee shall meet and approve the same. After the approval of the Consolidated CAD Oversight Committee, the County shall submit a Change Order in writing to the third-party vendor authorizing the addition or change. Upon receipt of an invoice for the Change Order, County shall pay the same, and the additional cost shall be ultimately included and distributed to the Parties as part of the reconciliation process set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit.

Because any Change Order approved pursuant to this Section will benefit all Parties, the Parties acknowledge that they will all be bound by any Change Order approved pursuant to this Section by the County and Consolidated CAD Oversight Committee, and that the same shall not be subject to further approval by their respective Legislative Authorities.

It is anticipated that prior to the approval by any Party of a Change Order exceeding 20% as set forth above, that the Party will obtain any necessary administrative approval and/or approval from its Legislative Authority, and where applicable, any necessary administrative approval and/or approval from any of its Contracted Dispatch Communities benefitting from or requesting the Change Order.

3.4 Unknown Additional Consolidated CAD System Installation Goods and Services. The Parties understand and agree that at the time of execution of this Agreement that there may be certain Additional Consolidated CAD System Installation Goods and Services from other third-party vendors that are necessary for the installation of the Consolidated CAD System, but are yet currently unknown by the Parties. In such event, the ~~p~~Parties shall procure the same as follows. For any currently unknown Additional Consolidated CAD System Installation Goods and Services not exceeding \$20,000, the County shall have the authority to procure the same and shall pay any invoice for the same, provided the County determines, in good faith, the procurement of such good/service is reasonably necessary. The additional cost shall be ultimately included and distributed to the Parties as part of the reconciliation process set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit. In no event shall the County's authority under this Section exceed \$50,000 in the aggregate for all third-party vendors providing unknown Additional Consolidated CAD System Installation Goods and Services.

For any currently unknown Additional Consolidated CAD System Installation Goods and Services exceeding \$20,000, or for Additional Consolidated CAD System Installation Goods and Services exceeding the aggregate of \$50,000 for all third-party vendors, the Consolidated CAD Oversight Committee shall meet and approve the same. After the approval of the Consolidated

CAD Oversight Committee, the County shall procure the goods or services from the third-party vendor. Upon receipt of an invoice, County shall pay the same, and the additional cost shall be ultimately included and distributed to the Parties as part of the reconciliation process set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit.

Because any additional costs approved pursuant to this Section will benefit all Parties, the Parties acknowledge that they will all be bound by any approval provided pursuant to this Section by the County and Consolidated CAD Oversight Committee, and that the same shall not be subject to further approval by their respective Legislative Authorities.

Section 4 Recurring Consolidated CAD System Operating Costs.

4.1 Procurement of Recurring Consolidated CAD System Operating Costs. Parties understand and agree that, commencing upon the execution of this Agreement, there shall be certain on-going Recurring Consolidated CAD System Operating Costs in addition to the costs related to the Consolidated CAD System Installation. The County shall enter into any agreements, pursuant to applicable procurement laws and regulations, with Tyler and any necessary third-party vendors to provide any goods and services necessary for the ongoing operation of the Consolidated CAD System.

4.2 Allocation of Recurring Consolidated CAD System Operating Costs. County shall initially pay Tyler and all third-party vendors for any Recurring Consolidated CAD System Operating Costs necessary for the ongoing operation of the Consolidated CAD System. Akron, Cuyahoga Falls, Green, Fairlawn and Stow shall each pay to the County their respective share of the Recurring CAD System Operating Costs, including those of their respective Contracted Dispatch Communities, as set forth on Exhibit B. The County shall be responsible for the balance owed for the Recurring Consolidated CAD System Operating Costs not otherwise paid to the County by one of the other Parties, which amount is set forth on Exhibit B. The Parties acknowledge and agree that the costs set forth on Exhibit B for the Recurring Consolidated CAD System Operating Costs are more fully set forth on the Master Costs Calculation Exhibit, which is attached hereto as Exhibit E, and that the manner and methodology incorporated into and used in the Master Costs Calculation Exhibit are a reasonable, fair and equitable distribution of the Recurring Consolidated CAD System Operating Costs. Each of the Parties shall be responsible for obtaining the portion of their costs for the Recurring Consolidated CAD System Operating Costs from their Contracted Dispatch Communities, in the manner and method they determine appropriate. All payments shall be made in accordance with Section 5 of this Agreement.

As set forth on Exhibit B, the Parties have estimated the total, and their respective shares, of the Recurring Consolidated CAD System Operating Costs for the periods of (i) execution of this Agreement to December 31, 2018, (ii) calendar year 2019, and (iii) calendar year 2020, which shall collectively be known as the Initial Recurring CAD System Operating Costs. The Parties understand and agree that the actual amount of the Initial Recurring Consolidated CAD System Operating Costs may vary during each of these periods from the amounts set forth on Exhibit B for several reasons, including, but not limited to, necessary change orders, additional staffing

needs, system upgrades, updates and additions, and the need for additional goods or services from additional third-party vendors. During each of these periods, the Consolidated CAD Oversight Committee shall meet at least quarterly and approve all revisions, additions or deductions to the Initial Recurring Consolidated CAD System Operating Costs for the balance of that period deemed necessary by the Consolidated CAD Oversight Committee. Following approval by the Consolidated CAD Oversight Committee of any revision, addition or deduction, the County shall distribute to each Party a revised version of Exhibit B, reflecting the updated Initial Recurring Consolidated CAD System Operating Costs. The distribution of the revised Exhibit B shall serve as notice to the parties only and shall not actually revise the amounts due under Exhibit C for the balance of the Initial Recurring CAD System Operating Costs. Instead, to the extent the actual amount of the Initial Recurring Consolidated CAD System Operating Costs vary from the estimated amounts set forth on Exhibit B in any given period, the Parties agree that they shall reconcile the same, as set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit.

Commencing in calendar year 2021, the Parties understand and agree that they shall continue to be responsible for paying the Recurring Consolidated CAD System Operating Costs annually for the balance of the Term of this Agreement, which shall be known as the Annual Recurring Consolidated CAD System Operating Costs. Commencing for calendar year 2021, the County shall deliver to all other Parties a written Annual Estimated Recurring CAD Cost Statement, no later than November 1st of the preceding year, in substantially the same form as set forth in Exhibit B, whereby the County shall set forth the estimated Annual Recurring Consolidated CAD System Operating Costs for that calendar year. No later than December 1st of the preceding year, the Consolidated CAD Oversight Committee shall meet and shall approve the Annual Estimated Recurring CAD Cost Statement for the following calendar year, with any revisions, additions or deletions they determine necessary. Thereafter, each Party shall pay to the County, at least quarterly, its portion of the Annual Recurring Consolidated CAD System Operating Costs as set forth in the Annual Estimated Recurring CAD Cost Statement in accordance with Section 5 of this Agreement. Again, the Parties understand and agree that the actual amount of the Annual Recurring Consolidated CAD System Operating Costs for any given calendar year may vary from the Annual Estimated Recurring CAD Cost Statement for several reasons, including, but not limited to, necessary change orders, additional staffing needs, system upgrades, updates and additions, and the need for additional goods or services from additional third-party vendors. The Consolidated CAD Oversight Committee shall meet at least quarterly during each calendar year and approve all revisions, additions or deductions to the Annual Estimated Recurring CAD Cost Statement deemed necessary by the Consolidated CAD Oversight Committee for the balance of the calendar year. Following approval by the Consolidated CAD Oversight Committee of any revision, addition or deduction, the County shall distribute to each Party a revised version of the Annual Estimated Recurring CAD Cost Statement, which shall serve as notice to the Parties only and shall not actually revise the amounts due by the Parties under the Annual Estimated Recurring CAD Cost Statement for the balance of that calendar year. Instead, to the extent the actual amount of the Annual Recurring Consolidated CAD System Operating Costs for a given calendar year vary from the initial Annual Estimated Recurring CAD Cost Statement, the Parties agree that they shall reconcile the same, as set forth in Section 5.3 of this Agreement, and pursuant to the manner and methodology set forth in the Master Costs Calculation Exhibit.

At all times during, the Initial Recurring Consolidated CAD System Operating Costs and

the Annual Recurring Consolidated CAD System Operating Costs shall be calculated in the manner and methodology incorporated into and used in the Master Costs Calculation Exhibit.

Section 5 Payment and Reconciliation; 9-1-1 Wireless Funds and LGIF Funds.

5.1 Payment of Consolidated CAD System Installation Costs and Initial Recurring Consolidated CAD System Operating Costs. Commencing upon the execution of this Agreement, and continuing through calendar year 2020, Akron, Cuyahoga Falls, Green, Fairlawn and Stow shall each pay to the County their respective portions of the costs for the Consolidated CAD System Installation and the Recurring Consolidated CAD System Operating Costs pursuant to the schedule set forth on Exhibit C. Payment shall be made in the amount set forth on Exhibit C, and shall be paid to the County no later than ~~the~~each "Funds Due Date" set forth on Exhibit C. Not later than 15 days prior to the date that each payment is due to the County, the County shall prepare and deliver to all other Parties an invoice for the costs then-due, as derived from Exhibit C, by electronic means to the Notice address set forth in this Agreement. The parties acknowledge that the delivery of an invoice by the County is for bookkeeping purposes only, and the failure of the County to deliver said invoice shall not constitute a waiver by the County of any payment. Furthermore, each Party is obligated to timely make each payment set forth on Exhibit C to the County regardless of whether the County delivers an invoice.

County shall deposit all funds paid by the other Parties pursuant to this Section upon receipt in the Consolidated CAD System Administration Fund or the Consolidated CAD System Capital Fund, as the County determines appropriate. Additionally, County shall transfer funds to the Consolidated CAD System Administration Fund or Consolidated CAD System Capital Fund, as the County determines appropriate, in the amount and by the "Funds Due Date" set forth in Exhibit C for its share of the expenses related to the Consolidated CAD System Installation and Initial Recurring Consolidated CAD System Operating Costs. From the Consolidated CAD System Administration Fund or the Consolidated CAD System Capital Fund, as the County determines appropriate, County shall pay for all costs related to the Consolidated CAD System Installation and Initial Recurring Consolidated CAD System Operating Costs, and/or shall reimburse itself for any such costs that it initially paid out of other funds.

5.2 Payment of Annual Recurring Consolidated CAD System Operating Costs Commencing in Calendar Year 2021. Commencing in calendar year 2021, Akron, Cuyahoga Falls, Green, Fairlawn and Stow shall each pay to the County their respective portions of the Annual Recurring Consolidated CAD System Operating Costs as set forth on the Annual Estimated Recurring CAD Cost Statement. Payment shall be made in the amount set forth on the Annual Estimated Recurring CAD Cost Statement, and shall be paid to the County no later than the due date set forth on the Annual Estimated Recurring CAD Cost Statement, which shall be at least once each quarter of the calendar year. Not later than 15 days prior to the date that each payment is due to the County, the County shall prepare and deliver to all other Parties an invoice for the costs then-due by electronic means, as derived from the Annual Estimated Recurring CAD Cost Statement, to the Notice address set forth in this Agreement. The parties acknowledge that the delivery of an invoice by the County is for bookkeeping purposes only, and the failure of the County to deliver said invoice shall not constitute a waiver by the County of any payment. Furthermore, each Party is obligated to timely make each payment set forth on the Annual Estimated Recurring CAD Cost Statement to the County regardless of whether the County delivers

an invoice.

County shall deposit all funds paid by the other Parties pursuant to this Section upon receipt in the Consolidated CAD System Administration Fund or the Consolidated CAD System Capital Fund, as the County determines appropriate. Additionally, County shall transfer funds to the Consolidated CAD System Administration Fund or the Consolidated CAD System Capital Fund, as the County determines appropriate, in the amount and by the dates due as set forth on the Annual Estimated Recurring CAD Cost Statement. From the Consolidated CAD System Administration Fund, or the Consolidated CAD System Capital Fund, as the County determines appropriate, County shall pay for all costs related to the Annual Recurring Consolidated CAD System Operating Costs, and/or shall reimburse itself for any such costs that it initially paid out of other funds.

5.3 Reconciliation of Payments Against Actual Expenditures.

a. Initial Reconciliation. As set forth above, the Parties understand and agree that the costs for the Consolidated CAD System Installation and the Initial Recurring Consolidated CAD System Operating Costs as set forth on Exhibit B may vary from those amounts set forth on Exhibit B, and that the payments made by the parties pursuant to Exhibit C may be more or less than necessary to fully pay for the Consolidated CAD System Installation and the Initial Recurring Consolidated CAD System Operating Costs. As such, the Parties agree that they shall undertake an Initial reconciliation of actual payments made by the Parties against the total actual costs for the Consolidated CAD System Installation and the Initial Recurring Consolidated CAD System Operating Costs through the date that Tyler fully completes the installation of the Tyler CAD System and the same is fully functional for use by the Parties. Not later than 30 days following the complete installation of the Tyler CAD System (the system acceptance date as set forth in the Tyler Agreement) and payment in full ~~of~~ to Tyler by the County pursuant to the Tyler Agreement for full installation of the Tyler CAD System, the Consolidated CAD Oversight Committee shall meet and review the actual costs paid for the Consolidated CAD System Installation and the Initial Recurring Consolidated CAD System Operating Costs through the date of final payment to Tyler. At said meeting, the Consolidated CAD Oversight Committee shall approve the actual costs paid for the Consolidated CAD System Installation and the Initial Recurring Consolidated CAD System Operating Costs through the date of final payment to Tyler. Within 30 days of such approval by the Consolidated CAD Oversight Committee, the County shall either reimburse the Parties for their proportionate share of overpayment, or shall deliver an invoice to the Parties for their proportionate share of actual expenses that exceeded the payments made pursuant to Exhibits B and C. Within 30 days of receipt of an invoice for costs under this Section, the Parties shall remit any additional sums due to the County. Failure of the County to invoice the Parties within the time period set forth above shall not constitute a waiver of payment by the County, and all other Parties shall remain obligated to pay the same within 30 days of receipt regardless of when the invoice is delivered.

Furthermore, at the meeting provided in this Section, the Consolidated CAD Oversight Committee shall review the remaining Initial Recurring Consolidated CAD System Operating Costs as set forth on Exhibit B, as the same may be updated as set forth in Section 4.2 of this Agreement, to determine whether additional revisions are necessary to the same. At the meeting, the Consolidated CAD Oversight Committee shall adopt a revised version of Exhibit B, as well as

a revised version of Exhibit C setting forth the revised amounts owed by the parties and adjusted payment dates, if any, for the remaining Initial Recurring Consolidated CAD System Operating Costs. Upon adoption, the County shall deliver a copy of the revised Exhibit B and Revised Exhibit C to the Parties, and the County shall invoice the parties as set forth in Section 5 of this Agreement based on the amounts and schedule set forth on the revised Exhibit B and revised Exhibit C. The Parties shall then pay the County, and the County shall contribute, the amounts set forth on the revised Exhibit B and revised Exhibit C for the balance of the time period covering the Initial Recurring Consolidated CAD System Operating Costs. Such payments shall be made pursuant to Section 5 of this Agreement.

In order to perform a final reconciliation of the Initial Recurring Consolidated CAD System Operating Costs at the close of calendar year 2020, the parties shall follow the same process as set forth in Section 5.3(b) for the reconciliation of the Annual Recurring Consolidated CAD System Operating Costs.

b. Recurring Annual Reconciliation.

Commencing with the final reconciliation of the Initial Recurring Consolidated CAD System Operating Costs, and then for calendar year 2021, the Consolidated CAD Oversight Committee shall meet within 60 days of the close of a calendar year to review the actual Annual Recurring Consolidated CAD System Operating Costs for that preceding calendar year compared to the payments made by the Parties pursuant to the Annual Estimated Recurring CAD Cost Statement provided for that calendar year. At that meeting, the Consolidated CAD Oversight Committee shall approve an Annual Final Recurring CAD Costs Statement for the preceding calendar year, as well as any overpayment owed to the Parties or underpayment due from the Parties. Upon adoption, the County shall deliver a copy of the Annual Final Recurring CAD Cost Statement for the preceding calendar year. Within 30 days of such approval by the Consolidated CAD Oversight Committee, the County shall either reimburse the Parties for their proportionate share of overpayment, or shall deliver an invoice to the Parties for their proportionate share of actual expenses that exceeded the payments made pursuant Annual Estimated Recurring CAD Cost Statement. Within 30 days of receipt of an invoice for costs under this Section, the Parties shall remit any additional sums due to the County. Failure of the County to invoice the Parties within the time period set forth above shall not constitute a waiver of payment by the County, and all other Parties shall remain obligated to pay the same within 30 days of receipt regardless of when the invoice is delivered.

c. All reconciliations performed pursuant to this Section shall be done in conformity with the manner and methodology set forth on the Master Costs Calculation Exhibit.

5.4 Application of 9-1-1 Wireless Funds ~~and LGIF Funds.~~ The Parties understand and agree that the payments set forth on Exhibit C are net of certain 9-1-1 Wireless Funds currently held by the County for the benefit of the County, Akron, Cuyahoga Falls and Stow, ~~and LGIF Funds that will be reimbursed to the County by the State for the benefit of the County, Cuyahoga Falls and Stow (on behalf of itself and its Consolidated Dispatch Communities of the City of Tallmadge and the Village of Mogadore).~~ The County shall apply the 9-1-1 Wireless

Funds ~~se funds~~ against the obligations of the Parties set forth in Exhibit B in order to arrive at the payment amounts and schedule set forth on Exhibit C. The amount of the 9-1-1 Wireless Funds credited to each Party are ~~and LGIF Funds is~~ set forth on Exhibit D.

In addition to the amount of 9-1-1 Wireless Funds set forth on Exhibit D, it is possible that additional 9-1-1 Wireless Funds may be authorized by the Summit County 9-1-1 Planning Committee, through the adoption of the Summit County 9-1-1 Plan, to be utilized to offset either costs related to the Consolidated CAD System Installation or Recurring Consolidated CAD System Operating Costs for the benefit of one or more of the Parties. In the event that such additional 9-1-1 Wireless Funds are authorized for said use, the County shall apply the same towards any payments due under Exhibit C for the Consolidated CAD System Installation or Initial Recurring Consolidated CAD System Operating Costs, or towards any payments due under the Annual Estimated Recurring CAD Cost Statement for Annual Recurring Consolidated CAD System Operating Costs thereafter. In such event, the County shall reflect such payments as credits during payment and reconciliation processes set forth in Section 5 of this Agreement.

The Parties agree to operate and maintain their respective PSAPs in compliance with all federal, state and local regulations, specifically those which apply to the eligibility and distribution of 9-1-1 Wireless Funds.

5.5 Application of LGIF Funds. The Parties understand and agree that the payments set forth on Exhibit C are net of certain LGIF Funds that will be reimbursed to the County by the State for the benefit of the County, Cuyahoga Falls and Stow (on behalf of itself and its Consolidated Dispatch Communities of the City of Tallmadge and the Village of Mogadore). The County shall apply those funds against the obligations of the Parties set forth in Exhibit B in order to arrive at the payment amounts and schedule set forth on Exhibit C. The amount of LGIF Funds is set forth on Exhibit D, which also sets forth the portion of the LGIF Funds that are attributed to Stow on behalf of its Contracted Dispatch Communities of the City of Tallmadge and Village of Mogadore.

5.6 Annual Statement of Revenue and Expenditures. Within 90 days of the end of a calendar year, the County shall provide to the Parties a written statement of all revenue paid into, and all expenditures paid out of, the Consolidated CAD System Administration Fund and the Consolidated CAD System Capital Fund for the preceding calendar year.

Section 6 Project Management of Consolidated CAD System; Installation and Ongoing Administration of the Consolidated CAD System; Use of the Consolidated CAD System.

6.1 Generally. The County shall provide such services as are necessary to perform local project management of the Consolidated CAD System Installation in conjunction with Tyler and any other third-party vendors. Furthermore, the County shall be responsible for the management, operation and maintenance of the Consolidated CAD System, including, but not limited to, all administrative, technical, and daily operational matters of the Consolidated CAD System, reasonably assisting the Parties with the use of the system, troubleshooting and resolving functionality issues with the system, coordinating any necessary maintenance of the Consolidated CAD System and the components thereof, monitoring, renewing, entering into and administering

all contracts necessary for the ongoing operation of the Consolidated CAD System, providing necessary information technology support, performing the fiscal matters pertaining to the Consolidated CAD System as set forth herein, and such other general actions as are necessary to reasonably ensure that the Consolidated CAD System is available to and functioning on behalf of the Parties.

6.2 Consolidated CAD System Staff. The County shall perform its responsibilities as set forth in Section 6.1 of this Agreement through the Consolidated CAD System Staff under the joint oversight and direction of its Division of Public Safety and Office of Information Technology. The Consolidated CAD System Staff shall consist of the Consolidated CAD System Administrator, who shall be primarily responsible for the management, operation and maintenance of the Consolidated CAD System and for further executing the County's responsibilities set forth in Section 6.1. The County shall employ such other necessary and reasonable Consolidated CAD System Staff members who shall report to the Consolidated CAD System Administrator and serve under his or her direction. Initially, the Parties agree that in addition to the Consolidated CAD System Administrator, the Consolidated CAD System Staff shall consist of one-half of a support staff member, who shall also perform responsibilities related to the County's Emergency Radio System. The Parties understand and agree that the Consolidated CAD Oversight Committee may from time to time determine that it is necessary and reasonable to hire additional Consolidated CAD System Staff to perform the function of the County, and may make recommendations to the County to hire the same. County shall not hire additional Consolidated CAD System Staff until and unless approval has first been obtained by the Consolidated CAD Oversight Committee.

The salary, benefits, training, and other costs associated with the employment of the Consolidated CAD System Staff shall be shared by the parties as part of the Recurring Consolidated CAD System Operating Costs, including the costs of additional staffing, as recommended by the Consolidated CAD Oversight Committee. The Consolidated CAD Oversight Committee shall determine the compensation range for any additional employees in accordance with the County's existing Classification and Compensation Plan.

6.3 County Geographic Information Services. In addition to the Consolidated CAD System Staff and the general management, operation and maintenance of the Consolidated CAD System, as set forth in Section 6.1 and 6.2, the Parties understand and acknowledge that the County's Geographic Information Services Division will provide Geographic Services Information support to the Consolidated CAD System. At the time of the execution of this Agreement, it is unclear to the Parties the extent and level of service that will need to be provided by the County's Geographic Information Services Division. To the extent it is necessary and reasonable, the Consolidated CAD Oversight Committee may approve as additional Recurring Consolidated CAD System Operating Costs payment to the County for Geographic Information Services and support. The County shall not invoice or bill the Cities for the cost of said services until and unless the Consolidated CAD Oversight Committee approves of the same.

6.4 Responsibilities of the Parties. The Parties shall remain responsible for the ongoing operation of their individual PSAP and Dispatch Operations and any mobile and field devices used by their public safety, public service and other staff, and those of their Contracted Dispatch Communities, including, but not limited to local information technology system issues, routine maintenance, administration and troubleshooting of their PSAP devices and mobile and field

devices, integrating the Consolidated CAD System into any local system and devices, integrating data into and with the Consolidated CAD System and such other necessary systems, and such other functions necessary for a particular Party's use of the Consolidated CAD System. Such functions will be performed in conjunction with, and with the assistance of the Consolidated CAD System Staff, but the Parties expressly acknowledge and agree that they will each need to maintain an appropriate level of staff to manage their PSAPs and Dispatch Operations, to maintain their mobile and field devices, and to integrate any data with the Consolidated CAD System.

6.5 Ongoing Use of the Consolidated CAD System. In consideration of the payments paid by the Parties pursuant to Section 2 to 5 of this Agreement, each Party shall have the right to the ongoing use of the Consolidated CAD System during the Term of this Agreement, and such use shall not be impaired by any other Party.

Section 7 Consolidated CAD Oversight Committee

7.1 Creation and Composition. A Consolidated CAD Oversight Committee is hereby formed by the Parties to oversee the implementation, administration and ongoing operation of the Consolidated CAD System. Membership on the Consolidated CAD Oversight Committee shall consist of the chief elected official from each Party, or their designee. Each Party shall be represented on the Committee with one vote. Upon execution of this Agreement, and no later than January 1st of each year, each Party shall provide notice to the County of the identity of its member and designee on the Committee. Each Party shall have the authority to rename or replace its designee whenever it determines it is necessary to do so and shall provide notice to the County of the new designee whenever appropriate. Consolidated Dispatch Communities are not Parties to this Agreement and shall not have membership on the Consolidated CAD Oversight Committee, however, as set forth below, they may serve on one or more Subcommittees of the Consolidated CAD Oversight Committee.

7.2 Purpose and Authority. In addition to the responsibilities and authorities set forth in other Sections of this Agreement, the Consolidated CAD Oversight Committee shall have the following purpose and authority:

- Generally, oversee the Consolidated CAD System Installation and the ongoing operation of the Consolidated CAD System.
- Approve system-wide changes, updates and improvements impacting the operation and cost of the Consolidated CAD System, including, but not limited, to recommending future upgrades to the Consolidated CAD System.
- Recommend to the County, contracts, agreements and memorandums of understanding associated with the Consolidated CAD System.
- Regularly evaluate the operation and needs of the Consolidated CAD System.
- Assist the County in assessing the performance and progress of the Consolidated CAD System Administrator and other Consolidated CAD System Staff, including, but not limited to determining adequate staffing levels and recommending the hiring of additional Consolidated CAD System Staff when necessary, as more fully set forth in Section 6 of this Agreement.

- Perform the financial and budgetary functions set forth in this Agreement, including, but not limited to, those set forth in Sections 2, 3, 4 and 5 of this Agreement and, to make any financial and budgetary determinations provided for in this Agreement in conformity with the manner and methodology set forth in the Master Costs Calculation Exhibit.
- Make any revisions to the Master Costs Calculation Exhibit necessitated by the addition of a Subsequent Additional User, Withdrawal of a Party and/or to account for the addition or loss of a Contracted Dispatch Community by a Party, in conformity with the with the manner and methodology set forth in the Master Costs Calculation Exhibit.
- Make any amendment to the Master Costs Calculation Exhibit that revises the manner and methodology of the calculation and distribution of costs contained therein, provided, that such amendment may only be done upon a unanimous vote of the members.
- Make any other necessary decisions, determinations or approvals necessary to ensure the proper and ongoing operation of the Consolidated CAD System.
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7.3 Committee to Establish By-laws; Meetings and Voting

The Consolidated CAD Oversight Committee shall establish and be governed by by-laws, which shall be adopted, and subsequently amended, by an affirmative vote of at least 2/3 two-thirds of its members. The Committee shall have the authority to establish subcommittees, which may include representatives of the Parties and any of the Contracted Dispatch Communities, as the Consolidated CAD Oversight Committee determines appropriate, and to determine the composition of the same. Any subcommittee shall have the authority to make recommendations only to the Consolidated CAD Oversight Committee.

The Consolidated CAD Oversight Committee shall meet at least quarterly at intervals it determines. A quorum shall constitute ~~a majority~~two-thirds of the Parties. The Consolidated CAD Oversight Committee shall conduct business by ~~a simple majority~~a two-thirds majority vote of the members, unless ~~where otherwise~~ specified in this Agreement. The meetings of the Consolidated CAD Oversight Committee shall be public meetings operating in conformity with all applicable Ohio Open Meetings and Public Records laws. An employee of the County's Division of Public Safety shall serve as secretary to the Consolidated CAD Oversight Committee, including providing notice of meetings ~~and~~, maintaining minutes of all meetings, and the maintenance and administration of all public records created, received or coming under the jurisdiction of the Committee.

Section 8 Subsequent Additional Users

8.1 Addition of Subsequent Additional Users. In the event that any political subdivision of the State or such other entity authorized to operate a PSAP under the laws of the State and that is in fact operating a PSAP desires to become a Party to this Agreement subsequent to the execution of this Agreement by the Parties, the Consolidated CAD Oversight Committee shall meet and

determine whether said entity may become a Subsequent Additional User, which shall require a unanimous vote of the Consolidated CAD Oversight Committee. Upon an affirmative vote of the Consolidated CAD Oversight Committee, the Subsequent Additional User and the Parties to this Agreement shall enter into an amendment whereby the Subsequent Additional User shall become a Party to this Agreement, and as a Party the Subsequent Additional User shall have all rights and obligations of the other Parties to this Agreement, including, but not limited to membership on the Consolidated CAD Oversight Committee.

8.2 Allocation of Consolidated CAD System Installation Costs and Recurring Consolidated CAD System Operating Costs. At the same meeting wherein the Consolidated CAD System Oversight Committee approves the addition of a Subsequent Additional User, the committee shall also allocate a portion of the consolidated CAD System Installation Costs and Recurring Consolidated CAD System Operating Costs as set forth herein, which shall also require a unanimous vote. Any allocation of costs to a Subsequent Additional User shall be done in conformity with the manner and methodology contained in the Master Costs Calculation Exhibit.

In the event a Subsequent Additional User becomes a Party prior to December 31, 2020, the Consolidated CAD Oversight Committee shall (i) allocate a proportionate share of the Consolidated CAD System Installation Costs to the Subsequent Additional User, pursuant to the in the same manner and methodology contained in the Master Costs Calculation Exhibit~~fashion as the distribution of those costs among the Parties~~, (ii) further allocate a proportionate share of the Initial Recurring Consolidated CAD System Operating Costs to the Subsequent Additional User, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit~~in the same manner and fashion as the distribution of those costs among the Parties~~, (iii) proceed with allocating a portion of the Annual Recurring Consolidated CAD System Operating Costs in future years to the Subsequent Additional User, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit~~in the same manner and fashion as the distribution of those costs among the parties~~, (iv) make any revisions necessary to Exhibits B, ~~and C~~ and E of this Agreement to reflect amounts and schedule of payments due by the Subsequent Additional User, and adjustments to all other Parties of the amounts owed, and (v) require the Subsequent Additional User to pay an amount necessary to bring it current to the Parties in terms of sums already paid for Consolidated CAD System Installation Costs and Recurring Consolidated CAD System Operating Costs, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit, and (vi) require the Subsequent Additional User to pay for any new and additional Consolidated CAD System Installation Costs and Recurring Consolidated CAD System Operating Costs resulting from its becoming a Party to this Agreement (i.e. new licenses, equipment to serve its PSAP and Dispatch Operations needs).

For any Subsequent Additional User becoming a Party on or after January 1, 2021, the Consolidated CAD Oversight Committee shall (i) allocate a portion of the Annual Recurring Consolidated CAD System Operating Costs to the Subsequent Additional User, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit~~in the same manner and fashion as the distribution of those costs among the parties~~, including any revisions to the then-current Annual Estimated Recurring CAD Costs, and (ii) require the Subsequent Additional User to pay an amount representing a reasonable, fair and equitable contribution towards the amounts already paid by the Parties towards the Consolidated CAD System Installation Costs, pursuant to the same manner and methodology contained in the Master Costs

Calculation Exhibit, (iii) require the Subsequent Additional User to pay for any new and additional costs related to hardware, software and services needed to enable it to utilize the Consolidated CAD System and any new and additional Recurring Consolidated CAD System Operating Costs resulting from its becoming a Party to this Agreement (i.e. new licenses, equipment to serve its PSAP and Dispatch Operations needs).

The Parties understand and agree that the addition of any Subsequent Additional User, and the necessary adjustments towards the Consolidated CAD System Installation costs and Recurring Consolidated CAD System Operating Costs, and any other payments required hereunder may result in reductions in the amounts owed by the Parties towards Consolidated CAD System Installation costs and Recurring Consolidated CAD System Operating Costs, and the Parties shall use the reconciliation process set forth in Section 5.3 of this Agreement to make any necessary adjustments to the actual amount owed by the Parties, which shall be calculated in conformity with the same manner and methodology contained in the Master Costs Calculation Exhibit.

Section 9 Withdrawal of a Party; Formation of a Dispatch Council of Governments

9.1 Generally. No Party may withdraw from this Agreement prior to December 31, 2020. Thereafter, a Party, other than the County, may only withdraw from this Agreement during the Term or any renewal Term upon providing written notice, at least 365 days prior to its date of withdrawal, of its intention to withdraw from this Agreement to all other Parties of this Agreement, during the initial Term, unless that Party ceases operation of a PSAP. If any Party intends to cease operations of a PSAP, it shall provide written notice to all other Parties to this Agreement at least 180 days prior to its date of withdrawal, which shall be no sooner than the date it ceases operations of its PSAP. Given the nature of the County's role in this Agreement, the County shall not withdraw during the initial Term of this Agreement and may not withdraw from the Agreement during any renewal Term once that renewal Term has commenced.

Any Party may, upon providing written notice to all other Parties at least 180 days prior to the expiration of the initial Term, or at least 180 days prior to the expiration of any renewal Term, withdraw from this Agreement effective upon the commencement of the next renewal Term.

In the event any Party withdraws from this Agreement as set forth above, it shall remain obligated hereunder for a pro-rata portion of its Annual Recurring Consolidated CAD System Operating Costs for the calendar year within which it withdraws, and that Party shall not be entitled to any reimbursement of costs that it has paid and/or owes for the Consolidated CAD System Installation and Initial Recurring Consolidated CAD System Operating Costs, pursuant to Sections 2, 3 and 4 of this Agreement, and the Party shall remain obligated therefor and subject to Section 11 for recover of any unpaid costs.

In the event any Party withdraws from this Agreement as set forth above, the remaining Parties understand and agree that the Annual Recurring Consolidated CAD System Operating Costs will shall be divided among the remaining Parties, as determined by the Consolidated CAD Oversight Committee, which shall require a vote of two-thirds of the members, excluding the withdrawing Party or Parties, provided that the distribution of the Annual Recurring Consolidated

CAD System Operating Costs will be redistributed in conformity with the manner and methodology set forth in the Master Costs Calculation Exhibit. Furthermore, the withdrawing Party shall not be entitled to any reimbursement of funds already paid pursuant to this Agreement.

9.2 Formation of Council of Governments for Consolidated Dispatch Services. In the event that some or all of the Parties become parties to an agreement to form a council of governments pursuant to Chapter 167 of the Ohio Revised Code, the Parties intend to amend this Agreement as necessary, including, but not limited to adding the council of governments as a Subsequent Additional User, providing for the withdrawal of those Parties becoming members of the council of governments, and reconstituting the membership of the Consolidated CAD Ownership Committee and/or the voting rights of the Parties on the Consolidated CAD Ownership Committee, and any other rights or responsibilities of the Parties or any individual Party under this Agreement.

Section 10 Addition or Loss of Contracted Dispatch Communities

The Parties acknowledge that some Parties provide dispatch operations through their PSAPs to certain Contracted Dispatch Communities. The Parties further acknowledge that as a Party may increase or decrease the number of Contracted Dispatch Communities for which it provides dispatch services, that their respective costs for the Consolidated CAD System Installation Costs and Recurring Consolidated CAD System Operating Costs may need to be adjusted. Therefore, in the event a Party adds or loses a Contracted Dispatch Community, the Consolidated CAD Oversight Committee shall meet and (i) adjust the allocation of the Annual Recurring Consolidated CAD System Operating Costs of the Party who adds or loses the Contracted Dispatch Community, and all other Parties, as a result of the addition or loss of the Contracted Dispatch Community, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit, (ii) in the event the Contracted Dispatch Community is added or lost prior to December 31, 2020, adjust the allocation of the Consolidated CAD System Installation costs and Initial Recurring Consolidated CAD System Operating Costs for the Party that adds or loses the Contracted Dispatch Community, and all other Parties, as a result of the addition or loss of the Contracted Dispatch Community, pursuant to the same manner and methodology contained in the Master Costs Calculation Exhibit, (iii) in the event the Contracted Dispatch Community is added or lost prior to December 31, 2020, make any revisions necessary to Exhibits B, C and E of this Agreement to reflect amounts and schedule of payments due by all Parties, (iv) require the Party who adds a Contracted Dispatch Community to pay for any new and additional costs related to hardware, software and services needed to enable the Contracted Dispatch Community to utilize the Consolidated CAD System and any new and additional Recurring Consolidated CAD System Operating Costs resulting from its adding a Contracted Dispatch Community (i.e. new licenses, equipment to serve its needs).

Section 119 Term and Renewal.

This Agreement shall commence on **July 1, 2018**, and shall remain in full force and effect

until the termination date of **June 30, 2028**, ("Term"). ~~—provided, however, u~~Upon written agreement by all Parties to this Agreement then remaining as Parties to this Agreement, the Term may be renewed for two additional five year terms, provided, however, that the agreement to renew for an additional five year term shall be executed no later than 540 days prior to the expiration of the Term or any renewal Term. This Agreement shall be terminated early prior to the termination date only upon written agreement of all Parties to this Agreement at the time of early termination.

Section 121 Default and Remedy

11.1 Default. It shall be an event of default if any Party fails to pay when due any and all amounts owed by that Party pursuant to this Agreement, including all Exhibits hereto and all payment schedules to be created pursuant hereto. It shall further be an event of default for any Party to fail to perform any other obligation it is obligated to perform pursuant to this Agreement.

In the event an event of default occurs, any Party to this Agreement shall serve to the defaulting Party written notice of the default and a demand that the default be cured within 30 days of the date of the notice of default. In the event the event of default is not cured within 30 days of the date of the notice of default, the non-defaulting Party or Parties may proceed to take any necessary remedy provided in this Section.

11.2 Remedy. Upon the occurrence of an event of default, and as long as the event of default is continuing, any non-defaulting Party may, at its option, exercise any one or more of the following remedies:

- (i) If the event of default is a failure of any Party other than the County to make any payment due to the County when due, the County, through its Fiscal Officer shall be authorized to take the following actions, in addition to any other remedies afforded herein:
 - (a) If a Party fails to make a payment to the County in full on or before the date due, and that failure to pay continues beyond the time to cure the default, regardless of the reason, then the County may direct its Fiscal Officer to withhold, from the defaulting Party's First-Half Tax Distribution occurring on the next succeeding First-Half Tax Distribution Date, an amount equal to the then unpaid sums plus interest accrued to the First-Half Tax Distribution Date on such unpaid portion at the Interest Rate for Advances, and to pay such amount to the County; and

- (b) In the event that the funds distributed from the defaulting Party's First-Half Tax Distribution in any given year are insufficient to reimburse the County for any unpaid sums, the County may direct its Fiscal Officer to withhold from the defaulting Party's Second-Half Distribution occurring on the next succeeding Second-Half Tax Distribution Date an amount equal to the unpaid sums, plus accrued interest as set forth above. Thereafter, the right to withhold funds from either the defaulting Party's First-Half Tax Distribution or Second-Half Tax Distribution shall be ongoing in subsequent years until all sums are paid in full.

In the event the defaulting Party pays in full any previously unpaid sums prior to the defaulting Party's First-Half Tax Distribution or Second-Half Tax Distribution, such payment shall satisfy the defaulting Party's obligation to pay said sums and the County's Fiscal Officer shall not proceed to withhold funds pursuant to this Section.

The Parties hereby covenant and agree that they shall not contest, by filing an action for a writ of mandamus, writ of procedendo, request for declaratory judgment, or any action or means whatsoever, the validity of the right of the County or its Fiscal Officer to withhold delinquent sums from any defaulting Party's First Half Tax Distribution or its Second Half Tax Distribution as provided above in this Section, and the Parties hereby forever irrevocably waive any right they may have to make such contest, provided, however, that nothing contained herein shall be a waiver of a Party's right to, in good faith, dispute the amount of sums owed under this Agreement or the manner in which those sums are calculated, distributed or allocated to a Party. ~~The Parties further hereby irrevocably waive any right to compel the distribution of any portion of a defaulting Party's First Half Tax Distribution or Second Half Tax Distribution that is withheld by the County or its Fiscal Officer pursuant to this Section in any manner inconsistent or contrary to such Section, whether by filing an action for a writ of mandamus, writ of procedendo, request for declaratory judgment, or any action or means whatsoever.~~

- (ii) All of the obligations of the Parties under this Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the Parties within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus. In the event of an occurrence of an event of default pursuant to this Section, the non-defaulting Party or Parties shall have the right to

constitute an appropriate mandamus action to compel action in compliance with this Agreement.

- (iii) Any non-defaulting Party may, at its option, exercise any right, remedy or privilege that may be available to it under the applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement.

The defaulting Party shall remain liable for all covenants and obligations under this Agreement, and, to the extent permitted by law, for all legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by the non-defaulting Party or Parties with respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that an event of default has occurred.

No remedy conferred or reserved to a non-defaulting Party by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair or be construed to be a waiver of any such right or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the non-defaulting Party or Parties to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Agreement.

No failure by a non-defaulting Party to insist upon strict performance by the defaulting Party of any provision of this Agreement shall constitute a waiver of the non-defaulting Party's right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the defaulting Party to observe or comply with any provision of this Agreement.

Section 12 Miscellaneous Provisions.

12.1 Notice. Any notice, consent, approval, election or waiver required or permitted to be given under this Agreement shall be in writing and sent to a Party by regular mail, or by personal delivery, at such Party's Notice Address or by facsimile.

- a. County Executive, County of Summit
175 South Main Street, 8th floor
Akron, Ohio 44308
With a copy to the ~~Director of Law~~ Law Director
E-mail of Finance Director for Billing Purposes:
- b. Mayor, City of Akron, Ohio
166 South High Street, Room 200
Akron, Ohio 44308
With a Copy to the ~~Director of Law~~ Law Director

166 South High Street, Suite 202
Akron, OH 44308

E-mail of ~~Finance~~ Director of Finance and Budget for Billing Purposes:
dmiller-dawson@akronohio.gov

- c. Mayor, City of Cuyahoga Falls, Ohio
2310 Second Street
Cuyahoga Falls, Ohio 44221
With a copy to the Director of Law~~Law Director~~
E-mail of Finance Director for Billing Purposes:
- d. Mayor, City of Fairlawn, Ohio
3487 S. Smith Road
Fairlawn, Ohio 44333
With a copy to the Director of Law~~Law Director~~
E-mail of Finance Director for Billing Purposes:
- e. Mayor, City of Green, Ohio
1755 Town Park Blvd.
P.O. Box 278
Green, Ohio 44232
With a copy to the Director of Law~~Law Director~~
E-mail of Finance Director for Billing Purposes:
- f. Mayor, City of Stow, Ohio
3760 Darrow Road
Stow, Ohio 44224
With a copy to the Director of Law~~Law Director~~

E-mail of Finance Director for Billing Purposes:

12.2 Assignment. With the exception of the creation of a Council of Governments pursuant to Section 9.2 of this Agreement, Neither this Agreement nor any rights, duties or obligations described in it may be assigned by any Party without the prior express written consent of the all other Parties to this Agreement.

12.3 Amendments and Modifications. This Agreement may not be amended or modified except by written amendment executed by all Parties to this Agreement.

12.4 Counterparts. This Agreement may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

12.5 Severability. If any provision of this Agreement, is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, each of which

shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

12.6 Governing Law and Venue. This Agreement shall be construed, interpreted, enforced, in accordance with the laws of the State of Ohio and any dispute concerning this agreement shall be brought solely in the Summit County Court of Common Pleas.

Signature Pages to Follow.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each Party by a duly authorized officer as of the date first written above.

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Approved as to form and correctness:

Deborah Matz
Director, Department of Law, Insurance
and Risk Management

CITY OF AKRON, OHIO

By: _____
Daniel Horrigan, Mayor

Approved as to form and correctness:

Eve Belfance
Director of Law

CITY OF CUYAHOGA FALLS, OHIO

By: _____
Don Walters, Mayor

Approved as to form and correctness:

Russell Balthis
Director of Law

CITY OF FAIRLAWN, OHIO

By: _____
William Roth, Mayor

Approved as to form and correctness:

R. Bryan Nace

Director of Law

CITY OF GREEN, OHIO

By: _____
Gerard Neugebauer, Mayor

Approved as to form and correctness:

~~Diane Calta~~ William Chris
Director of Law

CITY OF STOW, OHIO

By: _____
Sara Kline, Mayor

Approved as to form and correctness:

Amber Zibritosky
Director of Law

Fiscal Officer's Certificate

CITY OF AKRON, OHIO

The undersigned, Finance Director of the City of Akron, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Akron, Ohio

Dated: _____, 2018

Fiscal Officer's Certificate

CITY OF CUYAHOGA FALLS, OHIO

The undersigned, Finance Director of the City of Cuyahoga Falls, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Cuyahoga Falls, Ohio

Dated: _____, 2018

Fiscal Officer's Certificate

CITY OF FAIRLAWN, OHIO

The undersigned, Finance Director of the City of Fairlawn, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Fairlawn, Ohio

Dated: _____, 2018

Fiscal Officer's Certificate

CITY OF GREEN, OHIO

The undersigned, Finance Director of the City of Green, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Green, Ohio

Dated: _____, 2018

Fiscal Officer's Certificate

CITY OF STOW, OHIO

The undersigned, Finance Director of the City of Stow, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Stow, Ohio

Dated: _____, 2018

Fiscal Officer's Certificate

COUNTY OF SUMMIT, OHIO

The undersigned, Fiscal Officer of the County of Summit, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the year 2018 under the Agreement have been lawfully appropriated by the Legislative Authority of the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Fiscal Officer
County of Summit, Ohio

Dated: _____, 2018

EXHIBIT A

TYLER TECHNOLOGIES AGREEMENT

Synopsis of Exhibits

Exhibit A

Exhibit A contains the Terms and Conditions of the Tyler Contract. Within it is an investment summary with financial details used by all other exhibits of this agreement.

Exhibit B

Exhibit B is a financial summary rolling up all costs to the PSAP level and showing them as either up-front costs or recurring costs. The information in exhibit B is taken directly from rows of the more complex exhibit E. The actual row is displayed within this exhibit for clarity.

Please note recurring costs are pro-rated for the first partial year and that 3% yearly increases are shown for Tyler Maintenance and Support as well as the Staffing Position.

Exhibit C

Exhibit C displays the quarterly timeline of when funding is due to the County Contribution Fund by each PSAP. This exhibit is based upon information from Tyler Technologies outlining when expenses in Exhibit B are expected to be invoiced. It also takes into consideration when wireless 9-1-1 funding and grant funding identified in Exhibit D will be used and when recurring and additional system installation costs are expected to be paid.

Exhibit D

Exhibit D allocates the jurisdictional amounts for 9-1-1 wireless funding and grant funding to be used.

Exhibit E

Exhibit E displays the methodologies used to allocate the costs defined in Sections 2, 3 and 4 of the Agreement as displayed on Exhibits B, C and D. The basis behind these methodologies were predicated upon determining how much each agency will use each portion of the system. This methodology was recommended by MCM Consulting Group, Inc. (MCM) as it has been used successfully in the past. The number of licenses needed for each type of software were obtained by MCM for each agency involved.

Costs specifically identified for one software type will use the specific license counts for that software to assign costs. Costs not identified with an individual license type are assigned based upon the percentage of all license types combined. This methodology was accepted by the CAD Committee and further refined by the Finance Subcommittee.

The spreadsheet containing these methodologies upon which Exhibits B, C and D are based, is designed to be expandable; allowing for future system growth. This spreadsheet will continue to be updated as actual costs become known and as additional entities begin using the system or in the event an existing

entity leaves the system. It is anticipated that this spreadsheet and these methodologies shall be a valuable tool for the Consolidated CAD Oversight Committee.

Exhibits B, C and D are a snapshot in time of the founding PSAP jurisdictions and their expected contributions. Any future participation will be at the discretion of the Consolidated CAD Oversight Committee as described in Section 8 of the Agreement.

Exhibit E-1 Cost Sharing

Section A- Software Licensing

Each of the software types has costs assigned to it within the Tyler investment summary. These costs were totaled and are shown in rows 6-12. The license counts for each specific license type are represented in red for each corresponding row.

A cost for each software type is assigned to each participating jurisdiction based upon their percentage of the total licenses needed for that exact software type.

The license types treated directly in this way are:

(Row 6) Enterprise CAD

(Row 8) Law Enforcement RMS

(Row 10) Fire RMS

(Row 12) Mobile Data and Field Reporting

(Row 14) The Brazos E-Ticket Solution is being funded up-front by Summit County and will have a similar cost structure implemented as other agencies decide to join in and use it at a time of their choosing.

(Row 17) The Site License Fee is the difference between the Site License software price of \$2,000,000 and the subsets of software licenses with all of the various discounts applied. This Site License allows use of the Consolidated CAD System to be expanded in the future to other dispatch centers (PSAPs) and also allows all features and modules of the software to be used without additional charges.

(Row 18) The Firehouse Interface cost has been directly assigned to the jurisdictions that have decided to continue using Firehouse for the Fire RMS reports.

Section B- Professional Services

(Row 25) Total Software Licenses are used to allocate several costs in this project and displayed here.

(Row 26) Software Implementation Costs have a page dedicated to their distribution. It is attached as Exhibit E-2. These costs were well identified within the Tyler investment summary and have been tabulated using the exact same license count percentages as the software licensing in Section A.

(Row 27) Professional Services are the remaining costs that do not tie directly to one software type. These costs are general project management in nature. Because these costs benefit the project as a whole, they have been assigned to jurisdictions based upon their total license count in comparison to the system-wide total license count. This methodology was recommended by Tyler and by MCM Consulting to the Finance Subcommittee and accepted at their meeting on March 5, 2018.

(Row 28) Data Conversions are voluntary conversions of current CAD system data being brought into the new CAD system. The dollar amounts listed here are budgetary estimates and will not be billed until each agency authorizes the individual work.

(Row 29) AXON Body Camera Interface will allow the City of Akron to automatically tag CAD incident numbers to the associated body camera data files.

(Row 30) The Matrix Court interface is being provided free of charge.

(Row 36) Brazos E-Ticket Implementation is also being funded up-front by Summit County. These costs will be shared as more agencies decide to begin using this part of the system.

(Row 43) Third Party Software represents many hardware and software systems sold through Tyler Technologies, but not owned by Tyler Technologies. These costs have been assigned to jurisdictions based upon specific license counts and/or at the direct discretion of their public safety agencies. Exhibit E-3 is a worksheet used to calculate these costs.

(Row 50) Tyler Software Total shows the total for all costs discussed to this point and the assigned costs for each jurisdiction.

(Row 51) Year 1 Maintenance (Hosting) represents Tyler hosting fees needed upfront, to install the CAD hardware and software so the build-out of data can begin. These costs have been assigned based upon total license count percentages found in row 25.

(Row 52) Hardware Share Total represents the costs of hardware the CAD system will be installed upon in two geo-diverse locations. The total license count percentages in row 25 are used to distribute these costs.

(Row 53) Initial Involta Hosting Setup Fee represents the quotes received from Involta to set up the hosting of the CAD hardware. The total license count percentages in row 25 are used to distribute these costs.

(Row 56) PROJECT TOTAL Up-Front Cost shows the total for all costs discussed to this point. These are all of the costs anticipated to initially implement the project.

(Row 62) Year 2 Tyler Maintenance represents annual maintenance costs of the Tyler system as well as most third-party hardware and software systems. There is a dedicated worksheet used to calculate the sharing of these costs. It is Exhibit E-4.

(Row 63) Hardware Upkeep is the cost of maintaining the CAD system hardware. The total license count percentages in row 25 are used to distribute this cost.

(Row 64) Hosting Fees are yearly hosting fees charged by Involta to house and power the CAD hardware. The total license count percentages in row 25 are used to distribute this cost.

(Row 65) Staffing Position is the cost of the "Consolidated CAD System Staff" detailed in Section 6.2 of this agreement. The total license count percentages in row 25 are used to distribute this cost.

(Row 66) Scene PD Maintenance is the yearly cost of maintenance paid to PAE. These costs are detailed at the bottom of Exhibit E-4 and are based upon a sworn officer count percentage.

(Row 67) RapidIdentity Maintenance is the yearly cost of maintenance paid directly to Identity Automation for 2-factor authentication. These costs are also detailed at the bottom of Exhibit E-4 and are based upon a fee per unit used.

(Row 69) PROJECT TOTAL Yearly Cost is a total of row 62 through row 67. These are the anticipated recurring costs to continue operating and maintaining the system in the future.



2018-R39
EXHIBIT "A"

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

WHEREAS, Client is a member of the National Joint Powers Alliance ("NJPA") under member number 7857.

WHEREAS, Tyler participated in the competitive bid process in response to NJPA's RFP #110515 by submitting a proposal, on which NJPA awarded Tyler an NJPA contract, numbered 110515-TTI (hereinafter, the "NJPA Contract");

WHEREAS, documentation of the NJPA's competitive bid process, as well as Tyler's contract with and pricing information for the NJPA is available at <http://www.njpacoop.org/cooperative-purchasing/contracts-general/technology-security-communication-solutions/110515-tti/>; and

WHEREAS Client desires to purchase off the NJPA contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the NJPA contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section K(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means **COUNTY OF SUMMIT, OH.**
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written Documentation submitted to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our

then-current Documentation.

- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C. **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is provided at Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. Our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit F.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – AFFILIATED ORGANIZATIONS

1. Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers in accordance with the terms of this Agreement. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
2. Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.
3. Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

SECTION D – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION E – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to

make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION F – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. **Maintenance.** If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION G – ACCEPTANCE TESTING; SYSTEM ACCEPTANCE

1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Tyler will provide at least ten (10) days notice before the acceptance tests commence. System testing will occur only in accordance with the acceptance test plan, which will be mutually agreed to by the parties.
2. **SYSTEM ACCEPTANCE.** System acceptance will occur upon successful completion of the acceptance tests in accordance with the acceptance test plan. Upon system acceptance, the parties will memorialize this event by promptly executing a system acceptance certificate. If the acceptance test plan includes separate tests for individual subsystems or phases of the system, acceptance of the individual subsystem or phase will occur upon the successful completion of the acceptance tests for the subsystem or phase, and the parties will promptly execute an acceptance certificate for the subsystem or phase. If you believe the system has failed the completed acceptance tests, you will provide to Tyler a written notice that includes the specific details of the failure. If you do not provide to Tyler a failure notice within thirty (30) days after completion of the acceptance tests, system acceptance will be deemed to have occurred as of the completion of the acceptance tests. Minor omissions or variances in the system that do not materially impair the operation of the system as a whole will not postpone system acceptance or subsystem acceptance, but will be corrected according to a mutually agreed schedule.
3. **BENEFICIAL USE.** You acknowledge that Tyler's ability to perform its implementation and testing responsibilities may be impeded if you begin using the system before system acceptance. Therefore, you will not commence beneficial use before system acceptance without Tyler's prior written authorization, which will not be unreasonably withheld. Tyler is not responsible for system performance deficiencies that occur during unauthorized beneficial use. Upon commencement of beneficial use, you assume responsibility for the use and operation of the system.
4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after system acceptance when all deliverables and other work have been completed. When final Project acceptance occurs, the parties will promptly memorialize this final event by so indicating on the system acceptance certificate.

SECTION H – INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section H(3).
2. **Retainage.** There will be a \$300,000 retainage applied to the total amount of the professional services shown on the Investment Summary. Upon final acceptance of the entire system in accordance with Section G, the retainage shall be paid to Tyler.

3. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION I – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section K(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section K(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section H(3) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section H(3) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION J – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify

us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section J(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF**

CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION K – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum. Affiliated Organizations may purchase additional products and services by an addendum to this Agreement executed by the requesting Affiliated Organization and Tyler. Any additional licenses so added will be installed on your servers and may be accessed by you and any Affiliated Organization, subject to the terms and conditions of this Agreement.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate.

Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation, gender identity or military status. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, our either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. Entire Agreement. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents

to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Support Call Process |
| Exhibit D | Statement of Work – New World
Schedule 1: Implementation and Training Support Services
Schedule 2: Data File Conversion Assistance
Schedule 3: Customer Requested Standard Software Enhancement/Modifications
And/or Custom Software |
| Exhibit E | Additional Terms for Brazos Components
Schedule 1: Service Level Agreement |
| Exhibit F | Third Party End User License Agreement(s) |

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

County of Summit

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

County of Summit
175 South Main Street, Room 101
Akron, OH 44308
Attention: Chief Information Officer

And:
175 South Main Street, 8th fl
Akron, Ohio 44038
Attention: Law Director



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Investment Summary prepared in accordance with NJPA Contract #110515-tti.

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Sales Quotation For
Summit County Sheriff
53 University Ave Fl 4
Akron , OH 44308-1608
Phone: +1 (330) 643-2181

Quoted By: Buck Mims
Quote Expiration: 6/29/2018
Quote Name: OH - Summit County Consortium -
CAD/RMS/Mobile/SoftCode/eCitation
2017-23103-5
Quote Number: 2017-23103-5
Quote Description: OH - Summit Consortium Proposal - 4-19-2018

Tyler Software and Related Services

Description	License	Implt Hours	Implt Cost	Module Total	Year One Maintenance
Computer Aided Dispatch					
New World Enterprise Combined LE/Fire/EMS CAD	\$193,700	540	\$78,300	\$272,000	\$32,542
BOLOs	\$22,000	0	\$0	\$22,000	\$3,696
CAD Auto Routing	\$22,000	0	\$0	\$22,000	\$3,696
CAD AVL	\$22,000	0	\$0	\$22,000	\$3,696
Service Vehicle Rotation (Wrecker, Ambulance)	\$22,000	0	\$0	\$22,000	\$3,696
Unit Management	\$25,000	0	\$0	\$25,000	\$4,200
Web CAD Monitor	\$50,000	0	\$0	\$50,000	\$8,400
CAD Paging Interface	\$22,000	0	\$0	\$22,000	\$3,696
E-911 Interface	\$22,000	0	\$0	\$22,000	\$3,696
NG911 Interface (text to 911)	\$30,000	0	\$0	\$30,000	\$5,040
On-Line CAD Interface to State/NCIC	\$26,000	0	\$0	\$26,000	\$4,368
Fire Records Interface	\$44,000	0	\$0	\$44,000	\$7,392
ePCR Interface	\$44,000	0	\$0	\$44,000	\$7,392
PulsePoint Interface	\$1,500	0	\$0	\$1,500	\$252
Pre-Arrival Questionnaire Interface	\$22,000	0	\$0	\$22,000	\$3,696
Tyler CAD to Tyler CAD Interface	\$0	0	\$0	\$0	\$0
Law Enforcement Records Management System					
New World Multi-Jurisdictional Law Enforcement Records	\$142,560	500	\$72,500	\$215,060	\$23,950
Clery Reporting	\$50,000	0	\$0	\$50,000	\$4,200
Federal UCR/IBR	\$50,000	0	\$0	\$50,000	\$8,400
State Accidents	\$50,000	0	\$0	\$50,000	\$8,400
Activity Reporting and Scheduling	\$20,000	0	\$0	\$20,000	\$3,360
Alarm Tracking and Billing	\$25,000	0	\$0	\$25,000	\$4,200
Bookings	\$25,000	0	\$0	\$25,000	\$4,200
Career Criminal Registry (parolee, sex offender)	\$20,000	0	\$0	\$20,000	\$3,360
Case Management	\$20,000	0	\$0	\$20,000	\$3,360
Data Analysis/Crime Mapping/Management Reporting (LERMS)	\$35,000	0	\$0	\$35,000	\$5,880
Demographic Profiling Reporting	\$25,000	0	\$0	\$25,000	\$4,200
Equipment Tracking	\$25,000	0	\$0	\$25,000	\$4,200
Field Investigations	\$20,000	0	\$0	\$20,000	\$3,360
Gang Tracking	\$25,000	0	\$0	\$25,000	\$4,200
Narcotics Management/Intelligence	\$25,000	0	\$0	\$25,000	\$4,200
Orders of Protection	\$25,000	0	\$0	\$25,000	\$4,200
Permits	\$25,000	0	\$0	\$25,000	\$4,200
Property Room Bar Coding	\$20,000	0	\$0	\$20,000	\$3,360
Web Briefing Notes	\$22,000	0	\$0	\$22,000	\$3,696
Livescan Interface (LERMS)	\$22,000	0	\$0	\$22,000	\$3,696
New World State/NCIC Interface	\$44,000	0	\$0	\$44,000	\$7,392
On-Line Property Checks Interface to State/NCIC	\$26,000	0	\$0	\$26,000	\$4,368
Public Safety Lineups/Mug Shots (LERMS)	\$66,000	0	\$0	\$66,000	\$11,088
On-Line Global Subjects Interface to State/NCIC	\$26,000	0	\$0	\$26,000	\$4,368
On-Line Wants and Warrants Interface to State/NCIC	\$26,000	0	\$0	\$26,000	\$4,368
Tyler Content Manager (TCM)	\$44,000	0	\$0	\$44,000	\$0
Ticket Writer Interface (Supports Brazos)	\$0	0	\$0	\$0	\$0

Fire Records Management System					
New World Fire Records Software	\$87,120	300	\$43,500	\$130,620	\$14,636
NFIRS 5.0 Electronic Reporting	\$50,000	0	\$0	\$50,000	\$8,400
NEMSIS Electronic Reporting	\$50,000	0	\$0	\$50,000	\$8,400
Data Analysis/Management Reporting (FRMS)	\$25,000	0	\$0	\$25,000	\$4,200
Equipment Tracking and Maintenance	\$25,000	0	\$0	\$25,000	\$4,200
Fire Permits	\$25,000	0	\$0	\$25,000	\$4,200
Vehicle Tracking and Maintenance (FRMS)	\$25,000	0	\$0	\$25,000	\$4,200
Mobile					
New World Mobile Messaging Server	\$85,000	60	\$8,700	\$93,700	\$14,280
Fire Dispatch/Messaging (34)	\$13,600	40	\$5,800	\$19,400	\$2,285
Drivers License Mag Stripe Reader/Barcode Reader Interface (212)	\$21,200	0	\$0	\$21,200	\$3,562
Mugshot Image Download (113)	\$11,300	0	\$0	\$11,300	\$1,898
State Photo Download (293)	\$29,300	0	\$0	\$29,300	\$4,922
In-Car Routing (314)	\$31,400	0	\$0	\$31,400	\$5,275
CrewForce - Fire Dispatch with Advanced Mapping (261)	\$123,975	0	\$0	\$123,975	\$20,828
New World Mobility Server	\$30,000	0	\$0	\$30,000	\$5,040
LE Dispatch/Messaging/State/NCIC (289)	\$115,600	0	\$0	\$115,600	\$19,421
In-Car Mapping / AVL (336)	\$50,400	0	\$0	\$50,400	\$8,467
Mobility Hosting Fee	\$0	0	\$0	\$0	\$3,000
Field Reporting					
New World Field-Based Reporting Server	\$65,000	400	\$58,000	\$123,000	\$10,920
LE Field Reporting (Federal Standard) (452)	\$180,800	0	\$0	\$180,800	\$30,374
LE Accident Field Reporting (1 form) (122)	\$36,600	0	\$0	\$36,600	\$6,149
Field Investigation Field Reporting (1 form) (399)	\$39,900	0	\$0	\$39,900	\$6,703
Demographic Profiling Questionnaire (323)	\$24,225	0	\$0	\$24,225	\$4,070
Fire Inspections (10)	\$1,000	16	\$2,320	\$3,320	\$168
Other Software					
Fire Records Management Data Mart / Includes 10+ users	\$30,000	0	\$0	\$30,000	\$5,040
Fire Records Management Dashboards	\$36,000	0	\$0	\$36,000	\$6,048
Workstation License	\$0	0	\$0	\$0	\$0
CAD Data Mart / Includes 10+ users	\$30,000	0	\$0	\$30,000	\$5,040
CAD Dashboards	\$36,000	0	\$0	\$36,000	\$6,048
Mobile Site License	\$37,020	0	\$0	\$37,020	\$7,774
Brazos					
Brazos Site License	\$130,000	0	\$0	\$130,000	\$21,475
Brazos Hosting Fee	\$0	0	\$0	\$0	\$9,730
Brazos Device Level Interface: New World Mobile	\$0	0	\$0	\$0	\$0
Brazos Interface: Court	\$9,000	0	\$0	\$9,000	\$1,890
Brazos Interface: New World Records Management System	\$0	0	\$0	\$0	\$0
Sub-Total:	\$2,926,200		\$269,120	\$3,195,320	\$494,307
Less Discount	\$632,976		\$0	\$632,976	\$481,577
Less Customer Loyalty Discount (Cuyahoga Falls and Stow)	\$293,224		\$0	\$293,224	\$0
TOTAL:	\$2,000,000	1856	\$269,120	\$2,269,120	\$12,730

Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Web CAD Monitor Installation Fee	1	\$1,160	\$0	\$1,160
E-911 Interface Installation Fee	4	\$1,740	\$0	\$6,960
Pre-Arrival Questionnaire Interface Installation Fee	1	\$1,160	\$0	\$1,160
Fire Records Interface Installation Fee	1	\$2,320	\$0	\$2,320
ePCR Interface Installation Fee	1	\$2,320	\$0	\$2,320
PulsePoint Interface Installation Fee	1	\$3,480	\$0	\$3,480
NG911 Interface Installation Fee	4	\$580	\$0	\$2,320
On-Line CAD Interface to State/NCIC Installation Fee	1	\$2,320	\$0	\$2,320
CAD Paging Interface Installation Fee	1	\$1,160	\$0	\$1,160
Tyler CAD to Tyler CAD Interface Installation Fee	1	\$5,800	\$0	\$5,800
Web Briefing Notes Installation Fee	1	\$1,160	\$0	\$1,160
Livescan Interface Installation Fee	1	\$4,640	\$0	\$4,640
State/NCIC Interface Installation Fee	1	\$6,380	\$0	\$6,380
On-Line Global Subjects Installation Fee	1	\$1,160	\$0	\$1,160
On-Line Property Checks Installation Fee	1	\$3,480	\$0	\$3,480
On-Line Wants and Warrants Installation Fee	1	\$3,480	\$0	\$3,480
Ticket Writer Interface Installation Fee	1	\$2,320	\$0	\$2,320
Project Management	1	\$191,840	\$0	\$191,840
Disaster Recovery Environment (HyperV or VMWare) Installation and Configuration	1	\$17,600	\$0	\$17,600
Standard LE and Fire Mobile Environment (live and test) Installation and Configuration	1	\$20,010	\$0	\$20,010
GIS Implementation	1	\$18,125	\$0	\$18,125
Travel and Living Expenses	1	\$136,000	\$0	\$136,000
Custom AXON On Body Camera Interface (one-way)	1	\$16,000	\$0	\$16,000
Decision Support Software Implementation Fee	2	\$4,350	\$0	\$8,700
Up to 320 hours of Post Go-Live Training Services	320	\$145	\$0	\$46,400
Custom OH eCrash Interface (one-way)	1	\$22,400	\$0	\$22,400
Custom Matrix Court Interface (one-way)	1	\$0	\$0	\$0
Conversions				\$196,750
Brazos Project Management (plus per diem as needed if not remote)	7	\$1,000	\$0	\$7,000
Brazos Training	4	\$1,000	\$0	\$4,000
Brazos Set Up and Configuration	1	\$32,200	\$0	\$32,200
TOTAL:				\$768,645

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Year One Maintenance
Diagramming Software (Scene PD) Site License (includes 1st yr maintenance)	1	\$84,565	\$84,565	\$0	\$0
Elasticsearch Professional Edition (Annual Subscription)	1	\$0	\$0	\$1,500	\$1,500
Embedded Third Party Software	1	\$50,000	\$50,000	\$10,500	\$10,500
Esri ArcGIS Engine Runtime for CAD Workstations	40	\$500	\$20,000	\$105	\$4,200
Esri Mobile In-Car Mapping and Routing unit(s)	289	\$250	\$72,250	\$53	\$15,173
Esri Mobile In-Car Mapping unit(s)	10	\$150	\$1,500	\$32	\$315
Geo-File Maintenance Software (ArcGIS for Desktop Standard) / per Workstation	1	\$6,000	\$6,000	\$1,260	\$1,260
Mobile VPN Software - NetMotion Mobility (Perpetual Pricing)	26	\$200	\$5,200	\$0	\$0
Mobile VPN Software - NetMotion Mobility Annual Maintenance	1	\$1,300	\$1,300	\$0	\$0
NetMotion Mobile solutions Group - Sure Start Express	1	\$2,000	\$2,000	\$0	\$0
RapidIdentity eSSO - 1 Year Software Subscription & Support	266	\$11	\$2,926	\$0	\$0
RapidIdentity MFA Standard Setup - Remote Installation, configuration & Training	1	\$4,000	\$4,000	\$0	\$0
RapidIdentity OTP (Hard/Soft Token) + Push - 1 Year Software Subscription & Support	266	\$23	\$6,118	\$0	\$0
AVL Hardware - permanent mount	84	\$75	\$6,300	\$0	\$0
Bar Coding Scanner Kit w/Signature Pad	8	\$3,880	\$31,040	\$0	\$0
Digital Camera for Mug Shots	2	\$1,350	\$2,700	\$0	\$0
Lantronix UDS-1100	2	\$175	\$350	\$0	\$0
L-TRON 2D Bar Code Imager	195	\$350	\$68,250	\$0	\$0
Red Hat Enterprise Linux Server (3-year subscription)	1	\$2,500	\$2,500	\$0	\$0
3rd Party Hardware Sub-Total			\$111,140		\$0
3rd Party Software Sub-Total			\$255,859		\$32,948
<i>Less Discount</i>					<i>\$31,448</i>
TOTAL:			\$366,999		\$1,500

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$2,000,000	\$494,307
Total Tyler Services	\$1,037,765	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$366,999	\$32,948
Summary Total	\$3,404,764	\$527,255

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Extended Price
Law Enforcement Records Management System			
Law Enforcement Records Management Conversion (One Source) Including: Cases, Incidents for Cases; Arrests; Tickets; and Warrants	1	\$18,750	\$18,750
Law Enforcement Personnel Conversion	2	\$7,500	\$7,500
Law Enforcement Personnel Equipment Inventory Conversion	1	\$3,750	\$3,750
Law Enforcement Personnel Training Conversion	1	\$3,750	\$3,750
State Accident Report Information Conversion	1	\$10,000	\$10,000
Statutes Conversion	2	\$7,500	\$7,500
Law Enforcement Records Management Conversion (Additional Source(s))	2	\$18,750	\$18,750
Property Conversion (One Source)	1	\$7,500	\$7,500
Property Conversion (Additional Source(s))	3	\$11,250	\$11,250
Law Enforcement External Documents	1	\$3,750	\$3,750
Fire Records Management System			
Inspections Conversion	1	\$3,750	\$3,750
Data File Conversion			
Data Conversion Analysis and Assessment	1	\$4,000	\$4,000
Base Conversion (One Source); Master Files including Master Name (Jackets); Addresses; and Narratives	1	\$17,000	\$17,000
/ Includes one source of data. Does not include everything the Name is linked to (e.g. tickets, arrests, etc.)			
Address Re-Verification	4	\$25,000	\$25,000
Base Data File Conversion (Additional Source(s))	3	\$25,500	\$25,500
CONV: Up to 200 Hours for Cuyahoga Falls Data Conversion from AS400 to Windows	200	\$29,000	\$29,000
TOTAL:			\$196,750

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance
Computer Aided Dispatch				
New World Enterprise Combined LE/Fire/EMS CAD	\$193,700	\$38,740	\$154,960	\$32,542
BOLOs	\$22,000	\$4,400	\$17,600	\$3,696
CAD Auto Routing	\$22,000	\$4,400	\$17,600	\$3,696
CAD AVL	\$22,000	\$4,400	\$17,600	\$3,696
Service Vehicle Rotation (Wrecker, Ambulance)	\$22,000	\$4,400	\$17,600	\$3,696
Unit Management	\$25,000	\$5,000	\$20,000	\$4,200
Web CAD Monitor	\$50,000	\$10,000	\$40,000	\$8,400
CAD Paging Interface	\$22,000	\$4,400	\$17,600	\$3,696
E-911 Interface	\$22,000	\$4,400	\$17,600	\$3,696
NG911 Interface (text to 911)	\$30,000	\$6,000	\$24,000	\$5,040
On-Line CAD Interface to State/NCIC	\$26,000	\$5,200	\$20,800	\$4,368
Fire Records Interface	\$44,000	\$8,800	\$35,200	\$7,392
ePCR Interface	\$44,000	\$8,800	\$35,200	\$7,392
PulsePoint Interface	\$1,500	\$300	\$1,200	\$252
Pre-Arrival Questionnaire Interface	\$22,000	\$4,400	\$17,600	\$3,696
Tyler CAD to Tyler CAD Interface	\$0	\$0	\$0	\$0
Law Enforcement Records Management System				
New World Multi-Jurisdictional Law Enforcement Records	\$142,560	\$28,512	\$114,048	\$23,950
Clery Reporting	\$50,000	\$10,000	\$40,000	\$8,400
Federal UCR/IBR	\$50,000	\$10,000	\$40,000	\$8,400
State Accidents	\$50,000	\$10,000	\$40,000	\$8,400
Activity Reporting and Scheduling	\$20,000	\$4,000	\$16,000	\$3,360
Alarm Tracking and Billing	\$25,000	\$5,000	\$20,000	\$4,200
Bookings	\$25,000	\$5,000	\$20,000	\$4,200
Career Criminal Registry (parolee, sex offender)	\$20,000	\$4,000	\$16,000	\$3,360
Case Management	\$20,000	\$4,000	\$16,000	\$3,360
Data Analysis/Crime Mapping/Management Reporting (LERMS)	\$35,000	\$7,000	\$28,000	\$5,880
Demographic Profiling Reporting	\$25,000	\$5,000	\$20,000	\$4,200
Equipment Tracking	\$25,000	\$5,000	\$20,000	\$4,200
Field Investigations	\$20,000	\$4,000	\$16,000	\$3,360
Gang Tracking	\$25,000	\$5,000	\$20,000	\$4,200

Narcotics Management/Intelligence	\$25,000	\$5,000	\$20,000	\$4,200
Orders of Protection	\$25,000	\$5,000	\$20,000	\$4,200
Permits	\$25,000	\$5,000	\$20,000	\$4,200
Property Room Bar Coding	\$20,000	\$4,000	\$16,000	\$3,360
Web Briefing Notes	\$22,000	\$4,400	\$17,600	\$3,696
Livescan Interface (LERMS)	\$22,000	\$4,400	\$17,600	\$3,696
New World State/NCIC Interface	\$44,000	\$8,800	\$35,200	\$7,392
On-Line Property Checks Interface to State/NCIC	\$26,000	\$5,200	\$20,800	\$4,368
Public Safety Lineups/Mug Shots (LERMS)	\$66,000	\$13,200	\$52,800	\$11,088
On-Line Global Subjects Interface to State/NCIC	\$26,000	\$5,200	\$20,800	\$4,368
On-Line Wants and Warrants Interface to State/NCIC	\$26,000	\$5,200	\$20,800	\$4,368
Tyler Content Manager (TCM)	\$44,000	\$44,000	\$0	\$0
Ticket Writer Interface (Supports Brazos)	\$0	\$0	\$0	\$0
Fire Records Management System				
New World Fire Records Software	\$87,120	\$17,424	\$69,696	\$14,636
NFIRS 5.0 Electronic Reporting	\$50,000	\$10,000	\$40,000	\$8,400
NEMIS Electronic Reporting	\$50,000	\$10,000	\$40,000	\$8,400
Data Analysis/Management Reporting (FRMS)	\$25,000	\$5,000	\$20,000	\$4,200
Equipment Tracking and Maintenance	\$25,000	\$5,000	\$20,000	\$4,200
Fire Permits	\$25,000	\$5,000	\$20,000	\$4,200
Vehicle Tracking and Maintenance (FRMS)	\$25,000	\$5,000	\$20,000	\$4,200
Mobile				
New World Mobile Messaging Server	\$85,000	\$17,000	\$68,000	\$14,280
Fire Dispatch/Messaging	\$13,600	\$2,720	\$10,880	\$2,285
Drivers License Mag Stripe Reader/Barcode Reader Interface	\$21,200	\$4,240	\$16,960	\$3,562
Mugshot Image Download	\$11,300	\$2,260	\$9,040	\$1,898
State Photo Download	\$29,300	\$5,860	\$23,440	\$4,922
In-Car Routing	\$31,400	\$6,280	\$25,120	\$5,275
CrewForce - Fire Dispatch with Advanced Mapping	\$123,975	\$24,795	\$99,180	\$20,828
New World Mobility Server	\$30,000	\$6,000	\$24,000	\$5,040
LE Dispatch/Messaging/State/NCIC	\$115,600	\$23,120	\$92,480	\$19,421
In-Car Mapping / AVL	\$50,400	\$10,080	\$40,320	\$8,467
Mobility Hosting Fee	\$0	\$0	\$0	\$3,000
Field Reporting				
New World Field-Based Reporting Server	\$65,000	\$13,000	\$52,000	\$10,920
LE Field Reporting (Federal Standard)	\$180,800	\$36,160	\$144,640	\$30,374
LE Accident Field Reporting (1 form)	\$36,600	\$7,320	\$29,280	\$6,149
Field Investigation Field Reporting (1 form)	\$39,900	\$7,980	\$31,920	\$6,703
Demographic Profiling Questionnaire	\$24,225	\$4,845	\$19,380	\$4,070
Fire Inspections	\$1,000	\$200	\$800	\$168
Other Software				
Fire Records Management Data Mart / Includes 10+ users	\$30,000	\$6,000	\$24,000	\$5,040
Fire Records Management Dashboards	\$36,000	\$7,200	\$28,800	\$6,048
Workstation License	\$0	\$0	\$0	\$0
CAD Data Mart / Includes 10+ users	\$30,000	\$6,000	\$24,000	\$5,040
CAD Dashboards	\$36,000	\$7,200	\$28,800	\$6,048
Mobile Site License	\$37,020	\$0	\$37,020	\$7,774
Brazos				
Brazos Site License	\$130,000	\$27,740	\$102,260	\$21,475
Brazos Hosting Fee	\$0	\$0	\$0	\$9,730
Brazos Device Level Interface: New World Mobile	\$0	\$0	\$0	\$0
Brazos Interface: Court	\$9,000	\$0	\$9,000	\$1,890
Brazos Interface: New World Records Management System	\$0	\$0	\$0	\$0
<i>Sub-Total:</i>	\$2,926,200	\$632,976	\$2,293,224	\$494,307
<i>Less Customer Loyalty Discount (Cuyahoga Falls and Stow):</i>	\$0	\$293,224	-\$293,224	\$0
	\$2,926,200	\$926,200	\$2,000,000	\$494,307

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows 2008/2012/2016 Server and SQL Server 2008/2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012/2016 Server and SQL Server 2008/2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

When Custom Interface is included, Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

NG911 Requires West hardware at each workstation responding to texts; not included in proposal.

Unless a Workstation License is included, New World CAD includes 18 licenses.

Unless a Workstation License is included, New World Law Enforcement Records includes 54 licenses.

Federal UCR/IBR includes edits, reports and electronic submission.

State Accidents includes logic and reports; electronic submission is included where mandated by the State.

Unless a Workstation License is included, New World Fire Records includes 27 licenses.

AVL requires third-party GPS hardware.

Drivers License Mag Stripe Reader/Barcode Reader requires third-party equipment or hardware; Client must provide magnetic stripe/2D encoding format.

New World CrewForce client software supports Apple iPhone 6S, iPad Air 2 or newer, iPad Mini 4 or newer and iPad Pro, and iOS 10.2.1 or latest version.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

RapidIdentity is licensed on an annual subscription basis and must be renewed upon term expiration; perpetual licensing is not available.

New World Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver.7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1, 2017.2 and 2018.1 (or higher). Virtual Message Switch solution currently not available to customers in AZ, NJ and San Diego Co., CA due to specific County/State requirements.

Includes NJPA discount for Licensed Software

ScenePD Site License includes: v6.4 Enterprise Site License (674 Sworn)

A Workstation License for up to 1,000 users is included for the NWPS CAD, Law Enforcement Records and Fire Records Licensed Standard Software. A Mobile site license for up to 2,000 users is included; does not include any third-party software or hardware. Additional services may be required for modules not included in this Investment Summary. The Workstation License includes the following agencies as authorized users:

- Summit County Sheriff's Office, OH
- Stow Police Department, OH
- Stow Fire Department, OH
- Cuyahoga Falls Police Department, OH
- Cuyahoga Falls Fire Department, OH
- Boston Heights Police Department, OH
- Munroe Falls Police Department, OH
- Munroe Falls Fire Department, OH
- Silverlake Police Department, OH
- Akron Police Department, OH
- Akron Fire Department, OH
- Tallmadge Police Department, OH
- Tallmadge Fire Department, OH
- Mogadore Police Department, OH
- Mogadore Fire Department, OH
- Fairlawn Police Department, OH
- Fairlawn Fire Department, OH
- Green Fire Department, OH
- University of Akron Police Department, OH
- Springfield Fire Department, OH
- Springfield Police Department, OH
- Coventry Fire Department, OH
- Lakemore Fire Department, OH
- Lakemore Police Department, OH
- Randolph Twp Fire Department, OH
- Akron Children's Hospital, OH

Exhibit A-1

Cuyahoga Falls Police Department Software to be replaced with above software

Computer Aided Dispatch

Combined LE/Fire/EMS CAD Multi-Jurisdiction

Law Enforcement Records Software

Alarms Tracking and Billing

Bookings

Case Management

Index Cards

LE Records Federal & State Compliance

LE Records Multi-Jurisdiction Base

Property Room Bar Coding

Public Safety Interface Software

AS/400 State/NCIC Interface

E-911 Interface

Fire Records Interface

Livescan Interface

On-line CAD Interface to State/NCIC

Photo Imaging Software

Capture/View Stations

Public Safety Line Ups/Mug Shots

Data Management and Retrieval Tools

Microsoft Word Interface

Mobile Software on the RS6000

Base Message Switch to NCIC

Mobile Client Laptop Software

LE CAD Via Switch

LE State/NCIC via Switch

Ohio Motor Vehicle Photo Download

Mobile Software on the 400 Server

MDT/MCT Base LE CAD Interface

Aegis Link Software

JL Additional New World Search Engine/ORI

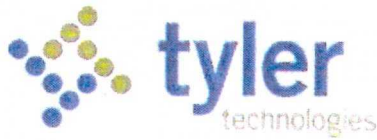


Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees will be invoiced 100% on the Effective Date.

1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software):* Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at the rates shown in the Investment Summary, will be invoiced 50% on the first anniversary of the Effective Date and 50% eighteen (18) months from the Effective Date. Subsequent maintenance and support fees, will be billed at our then-current rates annually in advance of each anniversary of the Effective Date; provided, however, that your fees will not increase by more than 3% per year, over the prior year, for the first five (5) maintenance renewal terms following the Effective Date.

1.3 The Cuyahoga Falls Police Department Software set forth in Exhibit A-1 is being replaced by certain components of Tyler Software contained in Exhibit A. As such, Tyler shall have no further obligation to support the Cuyahoga Falls Police Department Software and Client shall have no further obligation to pay the associated maintenance and support fees for the Cuyahoga Falls Police Department Software upon the date Client begins making payments for the maintenance and support fees relating to the Tyler Software added under Exhibit A.

1.4 *Subscription Fees:* Your initial subscription fees are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

2. Professional Services.

2.1 *Implementation, Conversions, Custom Software Interfaces, Travel Expenses and Other Professional Services (including training):* Service fees, as described in Exhibit A, will be billed and invoiced according to the following milestones:

Milestone Summary Description	Invoice Amount
Project Management	\$ 191,840
<i>Invoiced in monthly installments of \$12,789.33 over 15-month project duration.</i>	
Travel and Living Expenses - billed as incurred	\$ 136,000
Complete and Approve the Project Plan	\$ 27,243
Base System Install (including CAD, RMS, Fire RMS, Mobile, Message Switch and GIS)	\$ 27,243
Conduct Geo-File Setup and Training	\$ 27,243
Conduct Build-Out Training Sessions	\$ 27,243
Implement Custom Interfaces (Delivery of Requirements Documents)	\$ 19,200
Implement Custom Interfaces (Installation and Acceptance)	\$ 19,200
Data Conversion - Upon Acceptance of the Conversion Analysis Document	\$ 96,750
Data Conversion - Upon Initial Delivery of the Converted Data	\$ 50,000
Data Conversion - Upon Conversion Design Document Signoff	\$ 50,000
Brazos eCitation Implementation and Services	\$ 43,200
Conduct End User Training	\$ 22,603
Conduct Final Project Acceptance as defined in Section G(4)	\$ 300,000
TOTAL SERVICES:	\$ 1,037,765

3. Other Services and Fees.

Brazos Hosting Fees: Brazos hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary include travel expenses. The Investment Summary contains an estimate of travel expenses for this project; provided, however, we will bill such expenses as they are incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. The travel expenses will be limited to the charges contained

in the Investment Summary and any amounts over and above this amount will require prior written authorization from Client. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per Diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip

are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

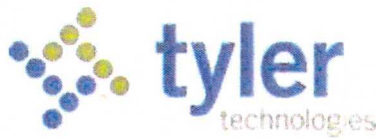


Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within forty-five (45) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours: a) currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone); b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule 1 to Exhibit C.



Exhibit C

Schedule 1

Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

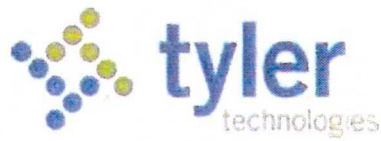


Exhibit D Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.



Exhibit D Schedule 1 Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler

Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your.NET server(s).

- a) Hardware Quality Assurance Services (Disaster Recovery Environment):
Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Configure Disaster Recovery (VMware SRM)
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Message Switch Operating System Assurance Service

We shall provide Message Switch Operating System Assurance, which includes:

- a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
 - Install and update Red Hat Linux Operating System
 - Build system user-ids and applicable authorizations
 - Migrate all Message Switch data from the old server to the new server (if applicable)
 - Verify all scripts are adjusted for new machine
 - Migrate all source code from old machine to the new machine
 - Compile New World Message Switch programs
 - Assure Message Switch operation in the live environment
 - Adjust any tables as needed during the assurance phase

6. Decision Support Systems (DSS) Implementation Services

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

- a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).



Exhibit D
Schedule 2
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted for Summit County, Stow, Cuyahoga Falls, Fairlawn and Akron. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. Each community's data conversion effort includes data coming from one unique database or source, not multiple sources; unless identified within the investment summary description.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:
 - a. Conversion Analysis,
 - b. Assistance for Mapping and Testing, and
 - c. Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:

- a. Running a conversion test in your test environment,
 - b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
 - c. We correct or otherwise respond to issues discovered and reported by you,
 - d. We will conduct internal testing to verify corrections, and
 - e. Both parties planning for the next test iteration and/or the live implementation.
5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

Client Responsibilities

1. You will extract data from the legacy system to submit to us. Data will be submitted to us in one or more of the following formats:
 - a. AS/400 files (SAV files),
 - b. Microsoft SQL Server database,
 - c. Microsoft Access database,
 - d. Microsoft Excel spreadsheet,
 - e. Visual Fox Pro database or similar format (.dbf files),
 - f. An ASCII-format delimited text file (including embedded column headings and text delimiters), or
 - g. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

In the event that you request data extraction assistance from us, data extraction services shall be billed at our then-current rates, according to the Agreement.

2. You will respond to each test iteration in writing, on a form provided by us, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3rd) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. A data dictionary (data descriptors) containing all data elements must be provided to us for each file submitted with the media.

4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source from each agency (Summit County, Stow and Akron) for each of the files described in the Investment Summary will be provided.

Cuyahoga Falls will include a data conversion from New World 400 as listed below.

MASTER FILES

Master Names			
PSAADR	Addresses	PSINBR	Jacket ID Numbers
PSGADR	Global Addresses	PSJBUS	Jacket School / Business Information
PSAJCK	Jacket Master	PSPADR	Jacket Previous Address
PSALIS	Alias Master	PSPHON	Jacket Additional Contacts
PSASSC	Known Associates	PSSMTH	Jacket Scars / Marks / Tattoos / Handicaps
PSBUSN	Business Additional Characteristics	PLFSBJ	Field Investigation Subjects (if applicable)
PSCHAR	Jacket Additional Characteristics	FRSUBJ	Fire Records Investigation Subjects (if applicable)
PSCRIM	Jacket Criminal Characteristics	OPSUBJ	Orders Of Protection Subjects (if applicable)
PSFPRT	Person Fingerprints		
Master Property			
PLPROP	Property	PLOWNR	Owner Information
PSPITM	Property Item	PSJITM	Jacket Associated Items
Master Gun			
PSGUNS	Global Guns	PSJGUN	Jacket Associated Guns
Master Vehicles			
PSVHCL	Vehicles	PSJVHL	Jacket Associated Vehicles
Statutes			
PLCRIM	Crime Codes	PSSTAT	Statutes

CAD

Calls For Service			
CDPLAT	CAD - Plate Information	PLQDSP	Cleared Dispositions
CDPLOG	CAD - Personnel History Log	PLQUIK	Incidents
CDULOG	CAD - Unit History Log	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSDOCI	Document Processing Document Index
PLINCD	Incidents	PSFDOC	Document Processing Free Form Documents
PLNADR	Incident Additional Name/Address	CEHIST	E911 History
CDHOUS	CAD – House Watch		
Run Cards			
GORCRD	GEO - Run Card Master	GOQUAD	GEO - Quad. Exceptions
GORCAM	GEO - Run Card Assignments		
Alarms			
CAAECT	Alarm Account History	CAINVH	Alarm Invoice History
CAAMST	Alarms Master	CASUBJ	Alarms Subject
CAEDIT	Alarm Transaction Edits	CATRAN	Alarm Transaction History
Incidents			
CDPLAT	Plate Information	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSREVU	Generic Review Date Master
PLINCD	Incidents	PLINDEX	Index Cards
PLNADR	Incident Additional Name/Address		

RMS

(See above for incidents)

Cases			
PLOWNR	Owner Information	PLEOKA	Officer Killed/Assaulted file
PLPDSP	Property Disposition	PLMISS	Missing Persons
PLPHST	Police Case Property History	PLOFNS	Case Offense
PLPLAB	Property Lab/Evidence	PLOSMO	Offender/Suspect MO
PLPLOC	Property Location	PLSHST	Case Status History
PLPROP	Property	PLSPVM	Suspect Vehicle
PLPTRN	Property Custody Transaction	PLSREL	Case Subject Related Offenses
PLASOC	Associated Cases	PLSVOR	Victim Offender Relationship
PLCASE	Police Cases	PLSVWM	Case Subjects
PLCSAS	Officer Case Assignments	PSREVV	Generic Review Date Master
PLSOLV	Case Solvability Factors		
Arrests			
BKSCHG	Bookings / Courts Supplemental Charges	PLACIN	Arrest Court records
PLAARM	Adult Arrests	PLJARM	Juvenile Arrests
PLABCF	Global Charges	PLSCHG	Case/Arrest Supplemental Charges
Tickets			
PLABCF	Global Charges	TKSCHG	Ticket Supplemental Charges
TKCORT	Ticket Charges	TKTCKT	Ticket
TKISSU	Issued Tickets	TKVOID	Tickets Voided
TKNYST	New York State Ticket Supplement		
Accidents			
PLACCC	State Accidents	SCTABE	Table Entries Master (Used for reference only)
PLACCM	State Accident Unit	PSVHCL	Vehicles
PLACCN	State Accident Unit Names	PSGADR	Addresses
PLACCT	State Accident Tickets	PLACCMNY	State Accident Unit - New York (if applicable)
PLACCV	State Accident Vehicles	PLACCVNY	State Accident Vehicles - New York (if applicable)
Field Investigations			
PLFINV	Field Investigations	PLFIAC	Field Investigations Associated Cases
PLFSBJ	Field Investigations Subjects		

Contact Cards			
PSROLO	Card File Master	PSROLC	Card File Contacts
Wants and Warrants			
PSWANT	Wants and Warrants Issued	PSWCHG	Wants and Warrants Charges
Personnel Training			
PLOEDC	Officer Education		
Officer Equipment			
PLOINV	Officer Equipment Issued		
Orders Of Protection			
OPMAST	Orders Of Protection Master File	OPLOCT	Orders Of Protection Locations
OPSUBJ	Orders Of Protection Subjects	OPUSRD	Orders Of Protection User Defined
Impounded Vehicles			
PLTOWD	Impounded Vehicle Master		
Narratives			
PSDOCI	Document Processing Document Index	SCTABE	Table Entries Master (Used for reference only)
PSFDOC	Document Processing Free Form Documents	SCTABM	Table Master (Used for reference only)
NCINTD	Narcotics Intelligence	PSDMST	Document Processing Master
PLCUSR	Case User Defined	OPUSRD	Orders Of Protection User Defined
PLFINV	Field Investigations	PLFSBJ	Field Investigation Subjects



Exhibit D
Schedule 3
Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

- a) Custom Software/Interface(s)
 - While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
 - (1) OH eCrash Interface (one-way)
Tyler Technologies will provide an interface that will import accident data from OH eCrash to New World Public Safety Accident module.
 - (2) Matrix Court Case Export
Tyler Technologies will provide an interface that will export case data from New World Public Safety to Matrix Courts.
 - (3) AXON On Body Camera Interface (one-way)
Tyler Technologies will provide an interface that will export call for service data, including officer data, from New World Enterprise CAD to Taser Axon.

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

- (1) Review the required features for the items set forth in paragraph 1, above, with you.

- (2) Prepare a Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request for Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

<u>Activity</u>	<u>Targeted Time Period</u>
(1) We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) We submit completed RD to you.	To be determined
(3) You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	To be determined
(4) We complete programming from RD and provide the associated deliverable to you.	To be determined
(5) You test software modification based on RD.	To be determined

3. Third Party Responsibilities

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary and the Interface Control Documents (ICDs) listed in the following pages.

Interface	Matrix Court Case Export
<i>Direction</i>	Export
<i>Third Party</i>	Matrix
<i>Record Type</i>	Global Subject; Global Vehicle; Case

Detailed Description

Tyler Technologies will provide an interface that will export case data from New World Public Safety to Matrix Courts.

The export of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.

The interface will be limited to fields that exist in the New World case module. No new fields will be added to the database or user screen.

Assumptions

1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
2. New World System will not be responsible for making any modification in the 3rd party software to support this interface.
3. The third-party will work with New World Systems and the customer to test the interface.

Interface	OH eCrash Import
<i>Direction</i>	Import
<i>Third Party</i>	OH eCrash
<i>Record Type</i>	Global Subject; Global Vehicle; Accident

Detailed Description

Tyler Technologies will provide an interface that will import accident data from OH eCrash to New World Public Safety Accident module.

The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the accident record.

The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other

agreed upon protocol.

The interface will be limited to common accident fields in the New World accident module. State specific fields will not be imported. No new fields will be added to the database or user screen.

Assumptions

1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
2. New World System will not be responsible for making any modification in the 3rd party software to support this interface.
3. The third-party will work with New World Systems and the customer to test the interface.

Interface	Taser AXON Call Export
<i>Direction</i>	Export
<i>Third Party</i>	Taser Axon Body Worn Camera
<i>Record Type</i>	Call for Service

Detailed Description

Tyler Technologies will provide an interface that will export call for service data, including officer data, from New World Enterprise CAD to Taser Axon.

The export of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.

The interface will be limited to fields that exist in New World Enterprise CAD. No new fields will be added to the database or user screen.

Assumptions

1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
2. New World System will not be responsible for making any modification in the 3rd party software to support this interface.
3. The third-party will work with New World Systems and the customer to test the interface.



Exhibit E

Additional Terms for Brazos Components

We will provide you with the Brazos components of Tyler Software indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

- 1.1. **"Brazos Components"** means the Brazos software components of Tyler Software identified in the Investment Summary.
- 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Brazos Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
- 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the Brazos Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.
- 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.

2. Hosting Terms for Brazos Components.

- 2.1. We will either host or engage Third Party Services in order to host the Brazos Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Brazos Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit E Schedule 1 Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime,

any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Exhibit F
Third Party End User License Agreement

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**END USER LICENSE AGREEMENT
RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS**



PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

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4. **Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.
5. **Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfers the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

6. **Third Party Programs.** Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.
7. **General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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Project Start Up Costs by PSAP

Intergovernmental Agreement Section	Exhibit E-1 Source Row	SCSO	Stow	Cuyahoga Falls	Akron	Fairlawn	Green
Section 2	Row 50	TYLER Software Total: \$3,404,764 \$493,972 \$454,731 \$217,814 \$1,901,443 \$234,649 \$102,154					
Section 2	Row 51	Year 1 Maintenance (Tyler Hosting): \$14,230 \$1,385 \$2,006 \$1,922 \$7,772 \$836 \$310					
Section 3	Row 52	HARDWARE share Total: \$492,430 \$47,921 \$69,403 \$66,511 \$268,936 \$28,918 \$10,741					
Section 3	Row 53	Initial Involta Hosting Setup Fee: \$40,513 \$3,943 \$5,710 \$5,472 \$22,126 \$2,379 \$884					
PROJECT TOTAL Up-Front Cost:		\$3,951,937	\$547,221	\$531,850	\$291,719	\$2,200,277	\$114,089

PSAP Recurring Costs, Contract Signing-December 31, 2018

Intergovernmental Agreement Section	Exhibit E-1 Source Row	SCSO	Stow	Cuyahoga Falls	Akron	Fairlawn	Green
Section 4	Row 63	Hardware/Network Maintenance: \$30,972 \$3,014 \$4,365 \$4,183 \$16,915 \$1,819 \$676					
Section 4		Hosting Fees: \$0					
Section 4	Row 65	Staffing Position: \$65,000 \$6,326 \$9,161 \$8,779 \$35,499 \$3,817 \$1,418					
Section 4		Scene PD: \$0					
Section 4		RapidIdentity Support: \$0					
PROJECT TOTAL Ongoing Costs:		\$95,972	\$9,340	\$13,526	\$12,963	\$52,414	\$2,093

PSAP Recurring Costs, Calendar Year 2019

Intergovernmental Agreement Section	Exhibit E-1 Source Row	50% of "Year 2" Tyler Maintenance and Support:	SCSO	Stow	Cuyahoga Falls	Akron	Fairlawn	Green
Section 4	Row 62		\$263,702	\$37,728	\$36,454	\$134,858	\$15,111	\$8,886
Section 4	Row 63	Hardware/Network Maintenance:	\$61,943	\$6,028	\$8,730	\$33,830	\$3,638	\$1,351
Section 4	Row 64	Hosting Fees:	\$107,580	\$10,469	\$15,162	\$58,754	\$6,318	\$2,347
Section 4	Row 65	Staffing Position:	\$133,900	\$13,031	\$18,872	\$73,128	\$7,863	\$2,921
Section 4		ScenePD:	\$0					
Section 4		RapidIdentity Support:	\$0					
		PROJECT TOTAL Ongoing Costs:	\$567,125	\$67,256	\$79,219	\$300,570	\$32,930	\$15,504

PSAP Recurring Costs, Calendar Year 2020

Intergovernmental Agreement Section	Exhibit E-1 Source Row	Deferred 50% cost of "Year 2" Tyler Maintenance and Support:	SCSO	Stow	Cuyahoga Falls	Akron	Fairlawn	Green
Section 4	Row 62		\$263,702	\$37,728	\$36,454	\$134,858	\$15,111	\$8,886
Section 4	Row 62	"Year 3" Tyler Maintenance and Support:	\$543,226	\$77,720	\$75,096	\$277,808	\$31,129	\$18,305
Section 4	Row 63	Hardware/Network Maintenance:	\$61,943	\$6,028	\$8,730	\$33,830	\$3,638	\$1,351
Section 4	Row 64	Hosting Fees:	\$107,580	\$10,469	\$15,162	\$58,754	\$6,318	\$2,347
Section 4	Row 65	Staffing Position:	\$137,917	\$13,421	\$19,438	\$75,322	\$8,099	\$3,008
Section 4	Row 66	ScenePD:	\$19,115	\$1,560	\$2,155	\$12,734	\$624	\$0
Section 4	Row 67	RapidIdentity Support:	\$2,926	\$330	\$462	\$1,650	\$99	\$0
		PROJECT TOTAL Ongoing Costs:	\$1,136,409	\$147,256	\$157,498	\$594,956	\$65,017	\$33,897

Summit County CAD Intergovernmental Agreement, Exhibit C

Estimated Quarterly Cash Flow Needs (all revenue sources)

Project Period	1	2	3	4	5	6	7	8	Fiscal Reconciliation	8	9	10
Funds Due Date	7/1/2018	10/1/2018	1/1/2019	4/1/2019	7/1/2019	10/1/2019	1/1/2020	4/1/2020	System Go Live	4/1/2020	7/1/2020	10/1/2020
Funding Event	Amount Due County Contribution Fund	Amount Due County Contribution Fund	Amount Due County Contribution Fund	Amount Due County Contribution Fund	Amount Due County Contribution Fund	Amount Due County Contribution Fund	Amount Due County Contribution Fund	Amount Due County Contribution Fund	Total Local Funds Expended	Recurring Costs Due County Contribution Fund	Recurring Costs Due County Contribution Fund	Recurring Costs Due County Contribution Fund
SCSO PSAP Total	\$336,863	\$27,983	\$20,239	\$59,482	\$14,458	\$0	\$0	\$0	\$459,024	\$9,369	\$85,199	\$7,480
Stow PSAP Total	\$341,754	\$29,421	\$23,187	\$54,579	\$9,033	\$0	\$0	\$0	\$457,974	\$13,450	\$85,929	\$10,833
Cuyahoga Falls PSAP Total	\$180,825	\$18,909	\$17,100	\$19,673	\$0	\$0	\$0	\$0	\$236,506	\$12,808	\$73,550	\$10,381
Akron PSAP Total	\$1,225,128	\$119,944	\$93,125	\$250,911	\$213,394	\$100,589	\$407,001	\$0	\$2,410,093	\$56,360	\$319,785	\$41,977
Fairlawn PSAP Total	\$186,986	\$14,183	\$10,723	\$29,854	\$24,065	\$11,628	\$47,532	\$0	\$324,972	\$5,237	\$35,642	\$4,514
Green PSAP Total	\$79,806	\$5,907	\$4,335	\$12,517	\$12,465	\$4,722	\$22,497	\$0	\$142,249	\$1,676	\$19,981	\$1,676
	\$2,351,362	\$216,347	\$168,710	\$427,016	\$273,414	\$116,939	\$477,030	\$0	\$4,030,818	\$98,901	\$620,086	\$76,860

The following PSAPs will be credited the amounts below from their approved allocations of the wireless surcharge funding. These amounts will be credited to the first project period.

<u>PSAP</u>	<u>9-1-1 Funding Applied</u>
Summit County Sheriff's Office	\$45,572
Stow	\$32,163
Cuyahoga Falls	\$27,040
Akron	\$320,005

The following jurisdictions took part in a Local Government Innovation Fund Grant (LGIF) for this project. Each will be credited the estimates below. These estimates are a percentage of the grant funding based upon their total project costs compared to the collective total project costs of all grant participants. Grant funding amounts will be part of the project reconciliation.

<u>Jurisdiction</u>	<u>Grant Funding Applied</u>
SCSO	\$164,428
Stow	\$108,632
Cuyahoga Falls	\$153,828
Tallmadge	\$52,015
Mogadore	\$21,098
Total	\$500,000

Grant funding will be applied in sequential order from the last project period forward, until funding is exhausted.

Summit County CAD Intergovernmental Agreement, Exhibit E-1

Cost Sharing

Summit County CAD System Cost Sharing										
Row Number	Price	SCSO	Stow	Cuyahoga Falls	Akron	Tallmadge PD and Fire	Mogadore PD and Fire	Fairlawn	Green	Coventry Fire
Section A - Software Licensing										
6	Enterprise CAD Licenses	6	6	5	17			3	3	
		\$70,824	\$70,824	\$59,020	\$200,668			\$35,412	\$35,412	
8	Law Enforcement RMS Licenses	13	25	37	150	18	2	18		
		\$33,002	\$63,465	\$93,928	\$380,788	\$45,695	\$5,077	\$45,695		
10	Fire RMS Licenses				55	2	2	1	4	1
		\$283,296			\$239,712	\$8,717	\$8,717	\$4,358	\$17,434	\$4,358
12	Mobile Data and Field Reporting	97	50	119	429	39	24	48	14	4
		\$80,830	\$41,665	\$99,163	\$357,486	\$32,499	\$19,999	\$39,998	\$11,666	\$3,333
14	Brazos E-Ticket Solution									
		\$111,260								
17	Site License Fee									
		\$3,603	\$2,516	\$5,000	\$20,218	\$1,832	\$870	\$2,174	\$652	\$155
18	Firehouse Interface				\$8,800.00	\$8,800.00		\$8,800.00		
	Sub-total of software:	\$2,293,224	\$299,518	\$187,269	\$1,198,872	\$97,542	\$34,663	\$136,437	\$65,164	\$7,847
	minus evergreen discount:	(\$293,224)								
	net software totals:	\$2,000,000	\$299,518	\$114,269	\$1,198,872	\$97,542	\$34,663	\$136,437	\$65,164	\$7,847
Section B - Professional Services										
25	Total Software Licenses	1192	116	81	651	59	28	70	21	5
26	Software Implementation Costs	\$269,120	\$23,863	\$23,036	\$151,144	\$9,803	\$4,073	\$15,763	\$9,924	\$1,057
27	Professional Services	\$510,375	49,667	34,682	278,737	25,262	11,989	29,972	8,992	2,141
28	Data Conversion	\$196,750	\$26,313	\$52,563	\$50,063			\$38,813		
29	AXON Body Camera Interface	\$16,000			\$16,000					
30	Matrix Court Interface	FREE								
36	Brazos E-Ticket Implementation	\$45,520	\$45,520							
	totals:	\$1,037,765	\$145,363	\$110,280	\$495,943	\$35,065	\$16,062	\$84,547	\$18,915	\$3,198

Summit County CAD Intergovernmental Agreement, Exhibit E-1

Cost Sharing

Summit County CAD System Cost Sharing									
Row Number	Price	SCSO	Stow	Cuyahoga Falls	Akron	Tallmadge PD and Fire	Mogadore PD and Fire	Fairlawn	Coventry Fire
Section C - Third Party Products and Services									
43	Third Party Software	\$366,999	\$49,091	\$26,799	\$43,735	\$206,628	\$13,415	\$6,636	\$1,304
	totals:	\$366,999	\$49,091	\$26,799	\$43,735	\$206,628	\$13,415	\$6,636	\$1,304
UP-FRONT Costs by agency									
		SCSO	Stow	Cuyahoga Falls	Akron	Tallmadge PD and Fire	Mogadore PD and Fire	Fairlawn	Coventry Fire
50	TYLER Software Total:	\$3,404,764	\$493,972	\$251,349	\$217,814	\$146,022	\$57,360	\$234,649	\$12,348
51	Year 1 Maintenance (Hosting):	\$14,230	\$1,385	\$967	\$1,922	\$704	\$334	\$836	\$60
52	Hardware Share Total:	\$492,430	\$47,921	\$33,462	\$66,511	\$24,374	\$11,567	\$28,918	\$2,066
53	Initial Involta Hosting Setup Fee:	\$40,513	\$3,943	\$2,753	\$5,472	\$2,005	\$952	\$2,379	\$170
56	PROJECT TOTAL Up-Front Cost:	\$3,951,937	\$547,221	\$288,531	\$291,719	\$173,106	\$70,213	\$266,782	\$14,644
YEARLY Maintenance Costs									
		SCSO	Stow	Cuyahoga Falls	Akron	Tallmadge PD and Fire	Mogadore PD and Fire	Fairlawn	Coventry Fire
62	Year 2 Tyler Maintenance:	\$527,404	\$75,456	\$43,546	\$61,329	\$21,490	\$7,873	\$30,222	\$1,989
63	Hardware Upkeep:	\$61,943	\$6,028	\$4,209	\$8,366	\$3,066	\$1,455	\$3,638	\$260
64	Hosting Fees:	\$107,580	\$10,469	\$7,310	\$14,531	\$5,325	\$2,527	\$6,318	\$451
65	Staffing Positon:	\$130,000	\$12,651	\$8,834	\$17,559	\$6,435	\$3,054	\$7,634	\$545
66	ScenePD Maintenance:	\$19,115	\$1,560	\$1,106	\$2,042	\$709	\$340	\$624	\$0
67	RapidIdentity Maintenance:	\$2,926	\$330	\$297	\$385	\$110	\$55	\$99	\$0
69	PROJECT TOTAL Yearly Cost:	\$846,042	\$106,164	\$65,005	\$103,826	\$37,025	\$15,249	\$48,436	\$3,245

Summit County CAD Intergovernmental Agreement, Exhibit E-2

Software Implementaion Costs

Software Implementation Costs Worksheet											
	Price	SCSO	Stow	Cuyahoga Falls	Akron	Tallmadge	Mogadore	Fairlawn	Green	Coventry Fire	Total
Enterprise CAD Licenses	\$78,300	6 \$11,745	6 \$11,745	5 \$9,788	17 \$33,278			3 \$5,873	3 \$5,873		40 \$78,300
Law Enforcement RMS Licenses	\$72,500	13 \$3,584	25 \$6,892	37 \$10,200	150 \$41,350	18 \$4,962	2 \$551	18 \$4,962			263 \$72,500
Fire RMS Licenses	\$45,820				55 \$38,771	2 \$1,410	2 \$1,410	1 \$705	4 \$2,820	1 \$705	65 \$45,820
Mobile Data and Field Reporting	\$72,500	97 \$8,535	50 \$4,399	119 \$10,470	429 \$37,746	39 \$3,431	24 \$2,112	48 \$4,223	14 \$1,232	4 \$352	824 \$72,500
License Total		116	81	161	651	59	28	70	21	5	1192
Software Implementation Totals:	\$269,120	\$23,863	\$23,036	\$30,457	\$151,144	\$9,803	\$4,073	\$15,763	\$9,924	\$1,057	\$269,120

Summit County CAD Intergovernmental Agreement, Exhibit E-3

Third Party Costs

3rd Party Costs

	Total Price	Unit Price	Quantity	SCSO	Stow	Cuyahoga Falls	Akron	Tallmadge	Mogadore	Fairlawn	Green	Coventry Fire
Diagramming Software (Scene PD) Based upon Sworn Officer Counts	\$96,322		674	55	39	72	449	25	12	22	0	0
Less Current License Credits	\$11,757				\$198		\$10,621			\$938		
Cost after Credits	\$84,565			\$7,860	\$5,376	\$10,290	\$53,546	\$3,573	\$1,715	\$2,206	\$0	\$0
Embedded Third Party Software (BASE Esri for CAD)	\$50,000	\$50,000	1	6	6	5	17	0	0	3	3	0
Esri ArcGIS Engine Runtime for CAD Workstations	\$20,000	\$500	40	6	6	5	17	0	0	3	3	0
Esri Mobile In-Car Mapping and Routing unit(s)	\$72,250	\$250	289	30	17	56	160	10	5	9	0	2
Esri Mobile In-Car Mapping unit(s)	\$1,500	\$150	10	0	10	0	0	0	0	0	0	0
Geo-File Maintenance Software (ArcGIS)	\$6,000	\$6,000	1	\$900	\$900	\$750	\$2,550	\$0	\$0	\$450	\$450	\$0
Mobile VPN Software- Netmotion Mobility	\$5,200	\$200	26	0	0	0	0	10	5	9	0	2
Mobile VPN Software- Netmotion Annual Maintenance	\$1,300	\$1,300	1	\$0	\$0	\$0	\$0	\$500	\$250	\$450	\$0	\$100
Netmotion Mobile Slutions Group- Sure Start Express	\$2,000	\$2,000	1	\$0	\$0	\$0	\$0	\$769	\$385	\$692	\$0	\$154
Rapididentity eSSO- 1 Year Subscription and Support	\$2,926	\$11	266	30	27	35	150	10	5	9	0	0
Rapididentity- Remote Install, config, training	\$4,000	\$4,000	1	\$451	\$406	\$526	\$2,256	\$150	\$75	\$135	\$0	\$0
RapidIdnetity OTP (Hard/Soft Token) + Push- 1 Year Software, subscription, support	\$6,118	\$23	266	30	27	35	150	10	5	9	0	0

Summit County CAD Intergovernmental Agreement, Exhibit E-3

Third Party Costs

3rd Party Costs

	Total Price	Unit Price	Quantity	SCSO	Stow	Cuyahoga Falls	Akron	Tallmadge	Mogadore	Fairlawn	Green	Coventry Fire
AVL Hardware- permanent mount Does not include Akron	\$6,300	\$75	84	30	17	35	0	0	0	0	0	2
				\$2,250	\$1,275	\$2,625	\$0	\$0	\$0	\$0	\$0	\$150
Bar Coding Scanner Kit w/Signature Pad	\$31,040	\$3,880	8	2	0	1	5	0	0	0	0	0
				\$7,760	\$0	\$3,880	\$19,400	\$0	\$0	\$0	\$0	\$0
Digital Camera for Mug Shots	\$2,700	\$1,350	1	0	1	1	0	0	0	0	0	0
				\$0	\$1,350	\$1,350	\$0	\$0	\$0	\$0	\$0	\$0
Lantronix UDS-1100 911 to CAD input- use CAD numbers	\$350	\$175	2		\$53	\$44	\$149	\$0	\$0	\$26	\$26	\$0
				\$53	\$53	\$44	\$149	\$0	\$0	\$26	\$26	\$0
L-TRON 2D Bar Code Imager Check this quantity to total mobile LE licenses	\$68,250	\$350	195	30	0	0	150	10	5	0	0	0
				\$10,500	\$0	\$0	\$52,500	\$3,500	\$1,750	\$0	\$0	\$0
Red Hat Enterprise Linux Server This is for LEADS/NCIC use only. Count LE mobile and CAD workstations (minus Green)	\$2,500	\$2,500	1	36	33	40	167	10	5	12	0	0
				\$297	\$272	\$330	\$1,378	\$83	\$41	\$99	\$0	\$0
	\$366,999			\$49,091	\$26,799	\$43,735	\$206,628	\$13,415	\$6,636	\$13,665	\$5,726	\$1,304

Summit County CAD Intergovernmental Agreement, Exhibit E-4

Maintenance Costs

Maintenance Costs Worksheet											
	Price	SCSO	Stow	Cuyahoga Falls	Akron	Tallmadge	Mogadore	Fairlawn	Green	Coventry Fire	Total
Tyler Software Maintenance Costs											
CAD Maintenance	\$99,154	\$14,873	\$14,873	\$12,394	\$42,140			3	3		40
Law Enforcement RMS Licenses								\$7,437	\$7,437		\$99,154
LERMS Maintenance	\$140,206	13	25	37	150	18	2	18			263
		\$6,930	\$13,328	\$19,725	\$79,965	\$9,596	\$1,066	\$9,596			\$140,206
Fire RMS Licenses											
Fire RMS Maintenance	\$59,492				55	2	2	1	4	1	65
					\$50,339	\$1,831	\$1,831	\$915	\$3,661	\$915	\$59,492
Mobile Data Licenses											
Mobile Data Maintenance	\$68,150	30	27	56	160	10	5	9		2	299
		\$6,838	\$6,154	\$12,764	\$36,468	\$2,279	\$1,140	\$2,051		\$456	\$68,150
Crewforce Licenses											
Crewforce Maintenance	\$20,828				44	10	8	9	14	2	87
					\$10,534	\$2,394	\$1,915	\$2,155	\$3,352	\$479	\$20,828
Field Reporting Licenses											
Field Reporting Mainenance	\$58,216	67	23	63	225	19	11	30	0	0	438
		\$8,905	\$3,057	\$8,374	\$29,905	\$2,525	\$1,462	\$3,987	\$0	\$0	\$58,216
E-Ticketing licenses											
Brazos E-Ticket Maintenance	\$33,095	1									1
		\$33,095									\$33,095
Mobile Site License											
			81	161	651	59	28	70	21	5	1,192
Site License Support Amount	\$7,774	116	\$757	\$528	\$1,050	\$385	\$183	\$457	\$137	\$33	\$7,774
Firehouse Interface Maint.	\$7,392		\$1,848	\$1,848		\$1,848		\$1,848			\$7,392
Software Maintenance Costs	\$494,307	\$71,398	\$39,788	\$56,154	\$253,598	\$20,858	\$7,596	\$28,446	\$14,586	\$1,883	\$494,307

Summit County CAD Intergovernmental Agreement, Exhibit E-4

Maintenance Costs

Maintenance Costs Worksheet											
	Price	SCSO	Stow	Cuyahoga Falls	Akron	Tallmadge	Mogadore	Fairlawn	Green	Coventry Fire	Total
Third Party Maintenance Costs											
Elastisearch Professional Ed.	Cost	\$ 1,500	\$ 74	\$ 143	\$ 211	\$ 856	\$ 103	\$ 11	\$ 103	\$ -	\$ -
Embedded 3rd Party CAD ESRI	COST	\$ 10,500	\$ 1,575	\$ 1,575	\$ 1,313	\$ 4,463	\$ -	\$ -	\$ 788	\$ 788	\$ -
CAD Workstation ESRI Licenses	COST	\$ 4,200	\$ 630	\$ 630	\$ 525	\$ 1,785	\$ -	\$ -	\$ 315	\$ 315	\$ -
ESRI Mobile Mapping & Routing	COST	\$ 15,317	\$ 1,590	\$ 901	\$ 2,968	\$ 8,480	\$ 530	\$ 265	\$ 477	\$ -	\$ 106
ESRI Mbl Mapping NO Routing	COST	\$ 320	\$ 320								
GeoFile Maintenance CAD GIS	COST	\$ 1,260	\$ 189	\$ 189	\$ 158	\$ 536	\$ -	\$ -	\$ 95	\$ 95	\$ -
3rd Party Maintenance Totals		\$ 33,097	\$ 4,058	\$ 3,758	\$ 5,174	\$ 16,119	\$ 633	\$ 276	\$ 1,777	\$ 1,197	\$ 106
Total Maintenance Costs Paid to		\$527,404	\$75,456	\$43,546	\$61,329	\$269,717	\$21,490	\$7,873	\$30,222	\$15,783	\$1,989
											\$527,404

Maintenance Costs

Maintenance Costs Worksheet											
	Price	SCSO	Stow	Cuyahoga Falls	Akron	Tallmadge	Mogadore	Fairlawn	Green	Coventry Fire	Total
Maintenance paid directly to PAE											
Diagramming Software (Scene PD) Based upon Sown Officer Counts	674	55	39	72	449	25	12	22	0	0	674
	\$ 19,115	\$ 1,560	\$ 1,106	\$ 2,042	\$ 12,734	\$ 709	\$ 340	\$ 624			

Maintenance paid directly to Identity Automation (RapidIdentity)									
RapidIdentity									
Maintenance									
\$11 Per Unit Per Year	266	30	27	35	150	10	5	9	0
	\$2,926	\$330	\$297	\$385	\$1,650	\$110	\$55	\$99	\$0