RESOLUTION NO. 31
SERIES 2018

INTRODUCED BY: KATY BROWN
SECONDED BY: EARL HOELLEN

A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH ARAPAHOE COUNTY FOR RECORDS MANAGEMENT SYSTEM
AND RELATED AGREEMENTS WITH TRITECH SOFTWARE SYSTEMS

WHEREAS, C.R.S. Section 30-11-410, as amended, authorizes the governing body of a municipality and the board of county commissioners to contract for the purpose of providing law enforcement services by the Sheriff within the boundaries of the municipality; and

WHEREAS, C.R.S. Section 29-1-203 further authorizes governments to cooperate or contract with one another to provide any function, service, or facility; and

WHEREAS, Section 13.6 of the Cherry Hills Village Home Rule Charter authorizes the City Council, by resolution or by ordinance, to enter into contracts or agreements with other governmental units for receiving services; and

WHEREAS, Arapahoe County ("the County") seeks to combine Records Management Systems through the Arapahoe County Sheriff's Office to the City; and

WHEREAS, the City desires to be included in the County's combined Records Management System; and

WHEREAS, the City and the County agree that such intergovernmental cooperation creates efficiencies in operation, resources and cost, and thus furthers the public health, safety and welfare of the residents of the City and County; and

WHEREAS, the City and County desire to enter into the attached Agreement for Records Management System in accordance with the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cherry Hills Village, Colorado that:

Section 1.   The City Council hereby approves the attached Agreement for Records Management System between the City of Cherry Hills Village and the Board of County Commissioners of the County of Arapahoe, and the System Purchase Agreement, Subscription Service License and Use Agreement, and Software Support Agreement with TriTech Software Systems in the not to exceed amount of One Hundred Seventy Seven Thousand One Hundred Sixty-Two Dollars and Sixty-Two Cents ($177,162.62), and authorizes the Mayor to execute said Agreement.

Section 2.   This Resolution shall be effective immediately.

Introduced, passed and adopted at the
regular meeting of City Council this 12th day
of December, 2018, by a vote of 5 yes 0 no.

(SEAL)
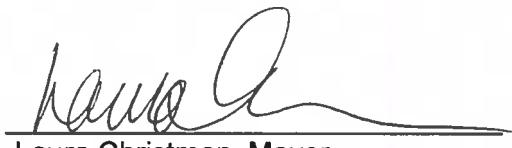
_____
Laura Christman, Mayor

ATTEST:
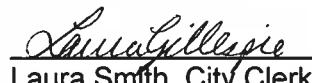
_____
Laura Smith, City Clerk

APPROVED AS TO FORM:
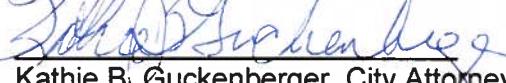
_____
Kathie B. Guckenberger, City Attorney

44

ATTACHMENT TO RESOLUTION 31, SERIES 2018
RECORDS MANAGEMENT SYSTEM AGREEMENTS

ARAPAHOE COUNTY COMBINED RECORDS MANAGEMENT SYSTEM (RMS)
INTERGOVERNMENTAL AGREEMENT

This Arapahoe County Combined Records Management System (RMS) Intergovernmental Agreement (this "Agreement") is dated October 18, 2018 (the "Effective Date"), by and among:

- Arapahoe County on behalf of itself and on behalf of the Arapahoe County Sheriff's Office ("Arapahoe County");
- the City of Cherry Hills Village on behalf of itself and the Cherry Hills Village Police Department ("Cherry Hills Village");
- the City of Englewood on behalf of itself and Englewood Police Department ("Englewood");
- the City of Greenwood Village on behalf of itself and the Greenwood Village Police Department ("Greenwood Village");
- the City of Littleton on behalf of itself and the Littleton Police Department ("Littleton"); and
- the City of Sheridan on behalf of itself and the Sheridan Police Department ("Sheridan").
- South Metro Fire Rescue ("South Metro Fire")

Arapahoe County, Cherry Hills Village, Englewood, Greenwood Village, Littleton, Sheridan and South Metro Fire, are further referred to herein as the "Parties". Capitalized terms used herein are defined throughout this Agreement.

RECITALS

A.   Each of the Parties provide a public safety service within Arapahoe County.

B.   The Parties listed herein each maintain and administer a records management system to manage the collection, maintenance and release of official records of their respective agencies.

C.   The Arapahoe County Sheriff's Office, through the Arapahoe County Government, is currently implementing a new RMS purchased from Tri-Tech Software Systems.

D.   In order to save costs and increase interoperability among the Parties' law enforcement agencies, the Parties desire to utilize Arapahoe County's contract with Tri-Tech to purchase additional required licensing, and use Arapahoe County's RMS system as a single, combined RMS system. The foundation of the system (including all hardware and server software associated therewith, the "RMS") will be hosted and operated by Arapahoe County pursuant to the terms of this Agreement.

DEFINITIONS

A.   **Combined RMS.** The redundant, combined regional records management system (RMS) designed to allow multiple agencies, existing within Arapahoe County, to use a single shared RMS.

B.   **Hardware.** The physical computer parts and components constituting the Combined RMS or which are used by a party to interface with, access, or utilize the Combined RMS.

C.   **Software.** Any software, software package, or interface that comprises the Combined RMS or which is used by a Party to interface with, access, or utilize the combined system.

D.   **Hub.** That portion of the Combined RMS comprised of all hardware, software and licensing required for the RMS database/file servers, RMS Server. The Hub shall be hosted by Arapahoe County.

E.   **Node.** That portion of the Combined RMS comprised of all hardware, software, network connectivity and licensing required for participating agencies to connect with and interface with the Hub.

F.   **RMS Server.** Hardware, licensing and software required to allow a range of separately licensed RMS User and Field Based Reporting (FBR) licenses to connect to the RMS server.

G.   **RMS User.** Hardware, licensing and software required for accessing and using the RMS system.

H.   **RMS FBR.** Hardware, licensing and software required for accessing and using the RMS system for field based reporting.

I.   **CJIS Security Policy.** Current version of the Criminal Justice Information Security Policy that contains a minimum set of security requirements for access to Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Division systems and information and to protect and safeguard Criminal Justice Information.

J.   **Network.** A wide area network connecting each node to the hub of the Combined RMS

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Management of the Combined RMS.** The Combined RMS shall be managed by a board (the "Board") consisting of board members (each a "Board Member"), as further described in this Section 1.

   a. **Duties.** The Board shall have oversight of the Combined RMS, providing direction for the operation, administration, and maintenance of the Combined RMS. Arapahoe County will serve as fiscal agent to the Board.

   b. **Parties Entitled to a Board Member Position.**

      i.   Each Party is entitled to one Board Member position on the Board; *provided, however,* that if a Party terminates their participation in this Agreement or elects to utilize a different RMS system or joins another combined RMS system exclusively after the Effective Date, that Party shall no longer be entitled to a Board Member position and such Board member appointment shall be immediately terminated.

   c. **Appointment; Eligibility Each Party shall appoint an employee to serve on the Board.** A Party's Board Member must be employed by that Party. If a Board Member is no longer employed by the appointing Party, the Board Member will

be deemed to have resigned as of the date of separation of employment. Each Board Member shall serve at the pleasure of the CEO of the Party that appointed him or her.

    i. Each Board Member appointed to serve on the Combined RMS Board shall remain the employee of his or her home jurisdiction and shall, likewise, remain subject to and covered under that Party's liability and other insurance or self-insurance coverage, in addition to its personnel policies and procedures, inclusive of policies and procedures governing overtime, employment compensation and benefits, worker's compensation, vacation and sick time, grievances and discipline, job performance review, duty assignments, and termination. All Parties to the Combined RMS agree to cooperate with one another to the extent such assistance is reasonably needed to effectuate this provision.

d. **Term; Removal and Resignation.** Except as otherwise provided herein, there is no limit on the amount of time a person may serve as a Board Member. A Board Member may be removed at any time by the CEO of the LEA Party which appointed the Board Member. A Board Member may resign at any time by giving written notice to the Board and to the CEO of the Party which appointed the Board Member. Unless otherwise stated in the resignation notice, the resignation shall be effective upon receipt by the Board.

e. **Quorum and Action of the Board; Minutes.** A majority of the Board Members of all Parties shall constitute a quorum for the transaction of business. Unless otherwise required by this Agreement, the affirmative vote of a majority of the Board Members present at the time of the vote, if a quorum is present at such time, shall be the act of the Board. Each Board Member shall have one vote. The Board secretary shall keep minutes of each meeting and a record of actions taken.

f. **Place and Time of Meetings; Notices.** The Board may hold meetings from time to time as it may determine, provided that it holds at least two meetings per year. Notice must be given personally or by email to all Board Members at least seven days before the meeting, and said notice shall contain the date, place, and general purpose of the meeting.

g. **Electronic Participation; Compensation.** Board Members may participate in a meeting by means of conference telephone or similar communications equipment, if available, by which all persons can hear each other at the same time, and such participation shall constitute presence in person at the meeting for purposes of quorum and voting. No compensation shall be paid to Board Members for their services on the Board.

h. **Board Officers.** The Board shall annually appoint from the Board Members a chairperson, a secretary, a treasurer, and such other positions as the Board deems necessary, each of whom shall have the responsibilities and obligations customary to such positions.

i. **Bylaws.** By resolution adopted by a majority of all Board Members, the Board may adopt or amend bylaws, including rules governing acceptable attendance by Board Members at meetings.

j. **Committees.** By resolution adopted by a majority of all Board Members, the Board may designate a committee of at least one Board Member and those other persons that the Board may select. All committees shall serve at the pleasure of the Board.

2. **Purchase and Ownership of the Combined RMS.**

   a. **Purchase by Arapahoe County.** Arapahoe County shall purchase the required server hardware, software, and licensing for the Hub of the Combined RMS. Arapahoe County shall execute a contract in its own name and shall be responsible for all acceptance, warranty, and other contractual issues for the Hub. Arapahoe County shall ensure that the contract permits the use of the Combined RMS for the purposes set forth herein. Arapahoe County will license the RMS Server and Database Server as outlined in attachment "A", which is attached hereto and made a part of this Agreement.

   b. **Purchase by Other Parties.** The other Parties named herein shall be responsible for the purchase of all required hardware, software, licensing and network connectivity specific to their Node that is necessary for such Parties to interface with, access, or utilize the Combined RMS. Each Party shall execute a contract in their own name and shall be responsible for all acceptance, warranty and other contractual arrangements regarding their respective Node.

   c. **Installation.** Arapahoe County shall provide project management services and coordinate the installation and implementation of the Hub of the Combined RMS. Other Parties shall provide project management services and coordinate the installation and implementation of their respective Node of the Combined RMS. Arapahoe County shall provide resource support to the other Parties' projects to establish the connectivity and configuration of the Combined RMS

   d. **Ownership of the Combined RMS.** Arapahoe County shall own the hardware, software and licensing that comprises the Hub of the Combined RMS, and each other Party shall own or be responsible for the hardware, software and licensing that comprises their individual Nodes of the Combined RMS.

3. **Operation and Maintenance of the Combined RMS.**

   a. **Arapahoe County.** Under the direction of the Board, Arapahoe County shall operate, provide system administration, and maintain the Hub of the Combined RMS on behalf of the Parties.

      i. Arapahoe County shall use reasonable security measures, as required within the CJIS Security Policy, to ensure the physical and electronic security of the Combined RMS. Any security breach must be immediately reported to Arapahoe County Information Technology Department and the Board through protocols set by the Board.

      ii. Arapahoe County shall use its reasonable best efforts to ensure that the Combined RMS remains functional and operational to all Parties. All Parties recognize that maintenance of the Combined RMS, such as patches

and upgrades, will be necessary. The impact of such patches and upgrades will be thoroughly evaluated, tested and communicated by Arapahoe County prior to implementation in the production environment. Arapahoe County will work with the Parties in scheduling and obtaining approval for such patches and upgrades.

 iii. Arapahoe County will perform and maintain reasonable backups for the Hub of the Combined RMS.

 iv. Arapahoe County shall operate and maintain a geographically distinct disaster recovery site for the Hub of the Combined RMS.

b. **Other Parties.** All Parties, except Arapahoe County, shall operate, maintain, and administer functions specific to their Node and use their best reasonable efforts to ensure that the hardware, software and network under their responsibility is operational in concert with the Combined RMS at all times.

 i. All Parties shall use reasonable security measures, as required within the CJIS Security Policy, to ensure the physical and electronic security of their Node.

 ii. Each Party shall designate two representatives to act as primary and secondary points of contact (POC) with Arapahoe County. The points of contact responsibilities shall include:

  1. Direct coordination and interaction with Arapahoe County support staff;
  2. Communication with general public supported by each Party;
  3. Follow Arapahoe County's procedures to report an application incident;
  4. Provide initial application support and RMS administrator services specific to the Party's Node for Party's users prior to logging an incident with Arapahoe County;
  5. Request technical support from Arapahoe County; and
  6. Test the Combined RMS system in conjunction with Arapahoe County, at the times and locations mutually agreed upon by Arapahoe County and Other Parties named herein.
  7. Contact information for the primary and secondary POCs shall be provided to Arapahoe County so that they may be contacted, if necessary, 24 hours per day, 7 days a week.

c. **System Support.**

 i. Any incident specific to a Party's node will be handled by that Party's IT support.

 ii. Any incident that is global to the Combined RMS or incidents associated with the Combined RMS requiring assistance from Arapahoe County must be reported to the Arapahoe County Information Technology Department service desk by predetermined points of contacts for each Party named herein. The service desk is staffed to provide support during normal business hours of 7:00 a.m. to 6:00 p.m., MT, Monday – Friday excluding holidays. After hours support is available through the service desk for

Critical and High Severity issues 24 hours a day, 7 days a week (See attachment B, which is attached hereto and made a part of this agreement). All Parties may track the status of the incident by calling Arapahoe County Service Desk and providing the incident number.

    iii. **Arapahoe County support costs for specific issues or requests by a Party will be charged at the loaded employee pay rate (total employee cost) for each Arapahoe County employee who participated and spent time on the solution, following the first cumulative hour of Arapahoe County support work.**

d. **Confidentiality of Data.** All data provided to the Combined RMS database housed at Arapahoe County by any Party remains the property of said Party. No Party, other than the owner of the data provided, shall be permitted to access, disclose, transfer or otherwise communicate to any third party said data for any purpose, without the express consent of the owner of the data.

e. **Insurance.**

    i. **General.** Arapahoe County shall maintain sufficient insurance on the Hub of the Combined RMS to repair or replace the same in the event of its damage or destruction. Each other Party shall maintain sufficient insurance on their respective Nodes to repair or replace the same in the event of its damage or destruction.

    ii. **Liability.** Arapahoe County shall maintain commercial general liability insurance on the Hub, and each other Party will maintain commercial general liability insurance on their respective Node with limits of not less than $330,000 per person/$990,000 per occurrence, or such greater amounts as may be set forth as the limits of liability under the Colorado Governmental Immunity Act. Each Party shall provide proof of such insurance to the Board in the form of a Certificate of Insurance.

f. **Operation and Maintenance Costs.**

    i. **General.** Parties may be charged annual operation and maintenance costs that are reasonably related to the operation of the Combined RMS. All such costs will be allocated to each Party as a percentage of total costs based on the number of RMS User and RMS User FBR licenses licensed by that Party as set forth in Attachment "A" or as otherwise set forth herein. These costs will include but are not limited to: Annual maintenance payments to the RMS vendor; Infrastructure costs; and other 3rd party shared licensing and/or maintenance costs related to the operation of the Combined RMS system. The estimates of the costs assessed to each original Party are set forth in Attachment "A." All Parties understand that Attachment "A" reflects estimated costs as of May, 2018. All Parties understand that the actual costs may increase or decrease based on the actual number of RMS User and RMS User FBR licensing purchased by each Party. All payments will be made to Arapahoe County

as fiscal agent for the Board unless other payment arrangements are approved by the Board.

ii. **Annual maintenance fees; billing.** The Combined RMS system is expected to be implemented for all Parties by 2019. Within sixty (60) days of implementation of the Combined RMS for all Parties, Arapahoe County will confirm the number of RMS User and RMS User FBR licenses licensed by each Party, and, with the approval of the Board, readjust the percentage of costs allocated to each Party, if necessary, as outlined in Attachment "A". On that basis, Arapahoe County will establish and invoice the proportionate share of annual maintenance fees due from each Party for the upcoming year for support and maintenance costs as outlined in attachment "A". To the extent practicable, Arapahoe County will notify the Parties of these anticipated payment obligations no fewer than sixty days before the payment is due. Each Party will pay the amount invoiced to Arapahoe County within thirty days after the date of the invoice. This readjustment, reallocation, and invoice process will continue through the Initial and any Renewal Term of this Agreement.

iii. **Other Fees, Charges, and Assessments.** The Parties agree that while they have made every reasonable attempt to ensure that all costs necessary to establish, operate, and maintain the Combined RMS are set forth in Attachment "A", the Parties understand and acknowledge that it is not possible to anticipate every expense necessary to establish, operate, and maintain the Combined RMS. The Board may assess any other fee, charge, or assessment that is reasonably related to establishing, operating, or maintaining the Combined RMS. Should this occur, Parties will be invoiced for the amounts due in the same manner as set forth in this section 3 with all payments made to Arapahoe County as the fiscal agent to the Board.

iv. **Addition or Termination of Parties.** Should a Party be added to this Agreement under section 5, or should a Party terminate its participation in or be terminated from this Agreement under section 6, Arapahoe County will, after consultation with the remaining Parties to the Agreement, reestablish the number of RMS User and RMS User FBR licenses licensed for each Party, and, with the approval of the Board, readjust the percentage of costs allocated to each Party and take any other action necessary to ensure that the amounts charged to each Party after the date of such addition or termination of Parties are in conformance with this section.

v. **Payments Nonrefundable.** Except as otherwise set forth in section 7 about the termination of this Agreement, any payment that is made by any Party to Arapahoe County as fiscal agent for the Board is not refundable.

vi. **Party Equipment.** Any equipment that is necessary to maintain a Party's connection to the Combined RMS will be purchased and maintained by

that Party. Such equipment will be and remain the property of the Party that purchased the equipment.

    vii. **Costs of Data Conversion.** Each Party is responsible for all costs associated with converting or transferring its existing individual Party records into the Combined RMS.

4. **Use of the Combined RMS.**

    a. **Use by Parties.** Each Party may connect to the Combined RMS and use the Combined RMS as its primary Records Management System. Each Party shall be responsible for its own costs associated with additional licensing of and connection to the Combined RMS, as provided by attachment C.

    b. **Access to Records.** Only the Parties' employees, or employees of non-Party agencies or entities authorized by the Board may access shared Criminal Justice Records in the Combined RMS. All persons with access to the Criminal Justice Records must first pass a background screening process deemed adequate by the Board.

    c. **Records Custody and Control.** Each Party will retain custody and control of, and will remain the official custodian of, any Criminal Justice Records the Party enters or maintains in the Combined RMS, and any such records that it agrees to share with any of the other participating Parties as set forth herein. No Party will release any Criminal Justice Records belonging to the other Parties pursuant to a request under Article 72 of Title 24 of the Colorado Revised Statutes. Each Party is responsible for responding to a subpoena or a court order relating to its own Criminal Justice Records

        i. Each Party shall have exclusive control over Criminal Justice Records that belong to that Party and shall have control over what access, if any, is granted to or what Criminal Justice Records, if any, are shared with any other Party or Parties to this Agreement. Nothing in this Agreement shall be construed as requiring any Party to provide access to, or share Criminal Justice Records with any other Party via the Combined RMS.

    d. **Software.**

        i. Each Party shall grant usage rights to the other Parties for Software owned by each Party. The Party granting such usage rights shall remain the owner of the Software.

        ii. Each Party shall grant usage right to the other Parties for Software licensed by such Party to the extent permitted by the underlying licensed agreement.

    e. **Additional Hardware or Software; Costs.** Each Party is responsible for purchasing, owning, and insuring any hardware or software specific to such Party

that is necessary for that Party's interface with, access to, or utilization of the Combined RMS; *provided, however,* that such hardware or software must be approved in advance by the Board with guidance from Arapahoe County Information Technology Department.

5. **Addition of Parties.** Only Parties to this Agreement may connect to and use the Combined RMS. Upon the approval of the Board, a governmental entity may become a Party to this Agreement by executing a joinder to this Agreement in a form reasonably acceptable to the Board. Prior to the approval of the Board, Arapahoe County will provide recommendations to the Board on any additional server licensing, IT system changes (network, disk capacity, server, database, bandwidth, etc) needed to accommodate the addition of the new Party. Each new Party will be responsible for all new licensing and IT related costs, including hardware, software and labor expenses associated with each new party joining the Combined RMS system.

6. **Withdrawal of Parties.** A Party may withdraw from this Agreement by giving written notice to the Board on or before June 30 of a given year and the withdrawal will be effective on December 31 of that year unless the notice specifies a later date. A withdrawing Party will remain liable for all financial obligations hereunder until the effective date of the withdrawal. Upon withdrawal, a Party shall no longer be entitled to connect to, use, or access the Combined RMS. Each Party is responsible for all costs associated with converting or transferring that Party's existing individual records out of the Combined RMS.

7. **Term and Termination.** This Agreement shall be effective as of the Effective Date and may be terminated by the written agreement of at least 75% of the then-current Parties. Upon termination, no Party shall be entitled to use the Combined RMS, the Combined RMS shall remain the property of Arapahoe County (and Arapahoe County may use or dispose of the same in its discretion), and all other assets owned by a Party shall remain the property of that Party. Any money held by Arapahoe County as fiscal agent for the Board shall be used to reimburse Arapahoe County for reasonable costs associated with terminating the Combined RMS, provided such costs are separately accounted for and documented and made available to all Parties. If any money remains after such reimbursement, it will be distributed to the Parties who paid such funds proportionally based on a percentage of the total number of RMS User and FBR licenses licensed by each Party.

8. **NO WARRANTIES.** THE PARTIES MAKE NO WARRANTIES TO EACH OTHER, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

9. **LIMITATION OF DAMAGES.** IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. General Terms.

a. **Employee Costs.** Except as otherwise provided herein, each Party shall be solely responsible for any costs associated with its own employees' time and expenses associated with the performance of this Agreement.

b. **Further Assurances.** Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carry out the intent of this Agreement.

c. **Amendments.** Amendments to this Agreement must be in writing and signed by all Parties.

d. **Entire Agreement.** This Agreement is the complete and exclusive statement of all agreements between the Parties, and this Agreement supersedes all prior proposals and understandings, oral and written, relating to the subject matter hereof.

e. **Assignment.** No Party may assign this Agreement or delegate any obligation, in whole or in part, to any third party without the other Parties' prior written consent.

f. **Governing Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, without reference to conflict of laws principals. Venue for any civil action relating to this Agreement shall be in state court located in Arapahoe County, Colorado.

g. **JURY TRIAL WAIVER.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

h. **Dispute Resolution.** If any claim, disagreement, issue, or dispute arising out of or in connection with this Agreement (a "Dispute") between any of the Parties cannot be resolved by those Parties, one or more of the Parties to the Dispute shall notify the Board of the Dispute by delivering a written statement to the Board specifying the nature of the Dispute (each Party to the Dispute may, if desired, submit a written statement). Each of the Parties to the Dispute shall appoint a senior level representative. The Chair of the Board shall schedule a time for the authorized representatives to meet in person. Beginning on the date of the meeting and ending no less than 21 days thereafter (the "Resolution Period"), the Parties to the Dispute shall attempt in good faith to resolve the Dispute. NO PARTY MAY INITIATE ANY COURT OR ADMINISTRATIVE ACTION, SUIT, OR PROCEEDING AGAINST ANY OTHER PARTY UNDER THIS AGREEMENT UNTIL THE END OF THE RESOLUTION PERIOD.

i. **Liabilities of the Parties.** The Parties shall have no obligation whatsoever to assume any responsibility or liability hereunder for the acts or omissions of any other Party.

j. **Governmental Immunity.** Nothing in this Agreement shall be deemed a waiver of any Party's privileges, limitations and immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as same may be amended.

k. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement confers any rights or remedies on any persons other than the Parties and their respective successors and permitted assigns.

l. **Severability.** If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted. If modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.

m. **Force Majeure.** No Party shall be liable for any delay in or failure of performance of any obligation, nor shall any delay or failure constitute default or give rise to any liability, if and only to the extent that such delay or failure is caused by a "force majeure" event. "Force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, or other causes that are not within such Party's control, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed Party.

n. **Waiver.** No covenant or term of this Agreement shall be deemed to be waived by any Party except in a writing signed by a person authorized by such Party, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver.

o. **Non-Appropriation.** Pursuant to Colorado Constitution Article X Section 20 and C.R.S. § 29-1-110, as amended, the financial obligations of the Parties beyond the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Parties legislative body.

p. **Headings.** Descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

q. **Counterparts.** This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

r. **Notices.** Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States Mail, with sufficient postage, to the following addresses:

Arapahoe County 13101 E Broncos Parkway Centennial, CO 80112	Cherry Hills Village Police 2450 E. Quincy Ave. Cherry Hills Village, CO 80113
Englewood Police 3615 S. Elati St.	Greenwood Village Police 6060 S. Quebec St.

Englewood, CO 80110	Greenwood Village, CO 80111
Littleton Police (with copy to City Attorney) City of Littleton 2255 W. Berry Ave. Littleton, CO 80120 South Metro Fire Rescue 9195 E. Mineral Ave. Centennial, CO 80112	Sheridan Police 4101 S. Federal Blvd. Sheridan, CO 80110

[signature page follows]

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

ARAPAHOE COUNTY

By:
....

Name:
Title:

Date:
....

CITY OF CHERRY HILLS VILLAGE

By: _Laura Ch_
....

Name: Laura Christman
Title: Mayor

Date: 12-12-18
....

CITY OF ENGLEWOOD

By:
....

Name:
Title:

Date:
....

CITY OF GREENWOOD VILLAGE

By:
....

Name:
Title:

Date:
....

CITY OF LITTLETON

By:
....

Name:
Title:

Date:
....

CITY OF SHERIDAN

By:
....

Name:
Title:

Date:
....

SOUTH METRO FIRE RESCUE

By:
....

Name:
Title:

Date:
....

Attachment A

Inform RMS Licensing (not finalized)

The following is each agency's current licensed and requested licensing for the Combined RMS system. The "Currently Licensed Column" indicates whether the licensing has already been purchased ("Yes" = licensing has been purchased, "No" = licensing still needs to be purchased). Allocated Licensing amount for each agency is subject to change based on availability of unused licensing and the purchase of additional licenses.

Agency	Description	License Type	Amount	Currently Licensed
All Agencies	Inform RMS Server Software (Number of RMS User and concurrent RMS FBR User that are licensed to connect to the RMS Server).	Server	(E -101 – 250 RMS Users)	Yes
All Agencies	Microsoft SQL Server Enterprise	Server	4 Cores	Yes
Arapahoe Sheriff	Inform RMS & FBR Users	Client	170	Yes
Greenwood Village PD	Inform RMS & FBR Users	Client	55	No
Englewood PD	Inform RMS & FBR Users	Client	62	No
Littleton PD	Inform RMS & FBR Users	Client	60	No
Sheridan PD	Inform RMS & FBR Users	Client	12	No
Cherry Hills PD	Inform RMS & FBR Users	Client	17	No
South Metro Fire Rescue	Inform RMS & FBR Users	Client	6	No

Cost Allocation

Each Party's annual maintenance cost for the Combined RMS is based on a percentage of the total number of RMS User and FBR licenses licensed by each Party. The following methodology will be used in determining the annual Combined RMS costs for each Party.

Methodology:

- Each Party is solely responsible for the cost of renewing the annual maintenance for their licensed RMS User and FBR licenses.
- Each Party is solely responsible for the cost of renewing the annual maintenance on any interfaces, RMS Modules, additional software or licensing that is only used by that said Party.
- Parties will share the responsibility for the cost of renewing the annual maintenance on any shared Combined RMS module licensing, and/or interfaces in which is used by each Party.

- Parties will share the responsibility for the cost of renewing the Combined RMS annual maintenance on the RMS production system, test and training systems, RMS disaster recovery system, and virtual replication software licensing for all production virtual servers dedicated for the Combined RMS.
- All Parties will share the responsibility of the annual cost for renewing SQL Server Enterprise Software Assurance licensing based on the current licensing model dictated by Microsoft for the licensing required for the Production RMS web and RMS classic SQL servers.
- All Parties will share the responsibility of the cost for refreshing hardware for one (1) blade server. Cost will be spread out using the average cost to purchase new hardware over a 4-year period.
- The annual total maintenance cost for TriTech Licensed Software, per the Arapahoe County contract with TriTech, will increase at a rate of 3% each year.

Agency	RMS/FBR Licenses	Percentage
Arapahoe County Sheriff's Office	170	44.50%
Cherry Hills Village PD	17	4.45%
Englewood PD	62	16.23%
Greenwood Village PD	55	14.40%
Littleton PD	60	15.71%
Sheridan PD	12	3.14%
South Metro Fire Rescue	6	1.57%
Total	382	100.00%

Funding Administration

Arapahoe County Government will act as the fiscal agent for the board and all participating Agencies and will be responsible for the following:

- Payment of vendor invoices for shared software licensing maintenance costs defined within this agreement.
- Invoicing each Agency for their portion of the Hardware Refresh Replacement fund & shared Software Maintenance Costs.

Ongoing Funding Requirement (starting in 2019)

RMS Server Hardware and Software Maintenance Costs

Agency - Percentage		SQL Server Ent SA Licensing (4 Cores)	Inform RMS Server (Production)	Inform RMS Server (Test & Training)	Inform RMS Server (DR)	Zerto Replication (5 Licenses)	Hardware Replacement (1 Blade)	Total Cost
Arapahoe County	44.50%	$11,570.00	$10,285.29	$1,262.02	$631.01	$1,212.14	$1,668.75	$26,629.20
Cherry Hills Village PD	4.45%	$1,157.00	$1,028.53	$126.20	$63.10	$121.21	$166.88	$2,662.92
Englewood PD	16.23%	$4,219.80	$3,751.24	$460.28	$230.14	$442.09	$608.63	$9,712.18
Greenwood Village PD	14.40%	$3,744.00	$3,328.27	$408.38	$204.19	$392.24	$540.00	$8,617.09
Littleton PD	15.71%	$4,084.60	$3,631.05	$445.54	$222.77	$427.92	$589.13	$9,401.01
South Metro Fire	1.57%	$408.20	$362.87	$44.53	$22.26	$42.77	$58.88	$939.50
Sheridan PD	3.14%	$816.40	$725.75	$89.05	$44.53	$85.53	$117.75	$1,879.00
Total	100.00%	$26,000.00	$23,113.00	$2,836.00	$1,418.00	$2,723.90	$3,750.00	$59,840.90

Note: The cost provided for each agency is an estimate on the current expected costs for 2019. The amounts above is in addition to any other licensing and maintenance costs that each Agency may have with the RMS vendor.

Incident Priority Classification

Priority Level	Description
P1 – Priority Level 1	**Critical** – a major loss of a mission critical system or service; or loss of access to a customer group which performs work which is critical to business; a full service or major system outage; use of all available resources until resolved, on-call procedures activated and vendor support invoked. Impacts recognized are in the loss of major assets, resources, or sensitive data; may cause signification financial loss; may impede the organization's mission, reputation or interest.
P2 – Priority Level 2	**High**; high impact – an incident affecting an individual; or an incident with a loss of service to multiple customers on critical business function; completely impacts the user's ability to do work or an issue that impacts a VIP [includes Dept. Directors; Elected Officials; Undersheriff; Chiefs]; IT support resources respond, assess the situation and may interrupt other staff working on low or medium priority jobs for assistance.
P3 – Priority Level 3	**Medium**; marginal impact – an incident with limited impact and which is not critical to business, partially impacts the user's ability to do work or one for which a workaround exists; respond using standard procedures and operating within normal supervisory management structures; may cause minor damage, financial loss and result in negative publicity for the organization; minor system outage; minor delay.
P4 – Priority Level 4	**Low**; negligible impact – an incident with inconsequential impact and which is noncritical to business; may only affect 1 customer; has no impact on the user's ability to do work; response using standard operating procedures and as time permits.
P5 – Priority Level 5	**Planned or Scheduled Request** – a scheduled request for moves, adds, deletes / retire, change. This is tied to the Request Fulfillment process and RFC Standard (pre-approved changes); or an informational request

	Arapahoe County	Cherry Hills Village	Englewood	Greenwood Village	Littleton	Sheridan	South Metro Fire
Hub	x						
Node		x	x	x	x	x	x
Node network connectivity to Hub		x	x	x	x	x	x
RMS Server licensing	x	x	x	x	x	x	x
RMS User licensing	x	x	x	x	x	x	x
RMS FBR licensing	x	x	x	x	x	x	x
Interfaces specific to each Party	x	x	x	x	x	x	x

SYSTEM PURCHASE AGREEMENT

TRITECH SOFTWARE SYSTEMS

FOR

CITY OF CHERRY HILLS VILLAGE, COLORADO

SYSTEM PURCHASE AGREEMENT
TABLE OF CONTENTS

SYSTEM PURCHASE AGREEMENT

Client:	City of Cherry Hills Village
Address:	Cherry Hills Village Police Department
	2460 East Quincy Avenue
City, State, Zip:	Cherry Hills Village, CO 80113
Phone, Fax:	303.761.8711
Contact Name:	Michelle Tovrea, Chief of Police

1.0 INTRODUCTION

1.1 This Agreement, is made by and between TriTech Software Systems, referred to as "TriTech", with offices at 9477 Waples Street, Ste. 100, San Diego, California 92121, and the entity named above, referred to as "Client" (who together may also be referred to as the "Parties" herein, or individually as a "Party"), with reference to the following facts:

1.2 This Agreement is for the purchase of TriTech's Records Management System - Inform RMS (the "System"), including applicable Interfaces, software licenses, equipment and services (the "Project") as more fully described in this Agreement and the Addenda hereto.

1.3 Client's implementation of Inform RMS will be hosted by TriTech's client Arapahoe County, on servers located at the Arapahoe County Sheriff's Office. Should Client no longer be hosted by Arapahoe County, in order for Client to be a standalone system, the purchase of additional TriTech software licenses and services, and equipment will be required. Pricing in this Agreement is based on a shared solution as further defined in Addendum A-2.

1.4 In consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Client and TriTech agree as follows:

2.0 ADDENDA

2.1 The following documents are attached as Addenda to this Agreement and incorporated by reference as though set forth in full:

(a)	Addendum A-1	Statement of Work
(b)	Addendum A-2	Number of TriTech Software Licenses, Installation and Shipping Instructions

(c)	Addendum A-3	TriTech Services, Support and Maintenance Fees, and Miscellaneous
(d)	Addendum A-4	Equipment
(e)	Addendum A-5	System Software
(g)	Addendum A-6	Payment Terms
(h)	Addendum A-7	Contract Price Summary
(i)	Addendum A-8	System Planning Document (provided as a Deliverable)
(n)	Addendum B	Subscription Service License & Use Agreement (if applicable)

3.0   DEFINITIONS

3.1   "Acceptance" or "Accept" means the processes described in the ACCEPTANCE section of this Agreement.

3.2   "Archive Server" or "Reporting Server" means a Server or other storage unit on which Client's data resides for archival purposes.

3.3   "Contract Price" means the total of the purchase price of the items as specified in Addendum A-7, including, as applicable, equipment, software licenses, services, fees, expenses and other items acquired under this Agreement, and if included as a line item in Addendum A-7, any applicable sales, use, value added, or other such governmental charges.

3.4   "Deliverable" means an item of equipment, software, services and other items acquired under this Agreement as listed in the addenda hereto.

3.5   "Deliver" or "Delivery" with respect to the System means physical delivery of substantially all components of each Subsystem to the Designated Location. Delivery shall be deemed to have occurred despite the absence of incidental components provided that Installation of the Subsystem, training and system configuration can begin with the items then delivered. A separate Delivery shall occur with respect to each such Subsystem.

3.6   "Designated Location(s)" means the physical site(s) at which a Subsystem is installed that are part of the shared implementation for this Project.

3.7   "Disaster Recovery Computer System" means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Production Computer System.

3.8   "Documentation" means the then-current standard user manuals or other related instructional and/or reference materials, provided by TriTech or other Software Vendors from time to time, including on-line help information, online documentation updates, and Release Notes issued in connection with Updates.

3.9   "Equipment" means the computer system equipment specified in Addendum A-4 of this Agreement. TriTech may substitute equipment for that specified in Addendum A-4 provided that such equipment will substantially meet the requirements of the Specifications and this Agreement.

3.10   "Go Live" means the event that occurs when the Client first uses a Subsystem for Live Operations. A separate Go Live may take place with respect to each Subsystem, each Interface, and each Modification.

3.11   "Help Desk" means the TriTech telephonic support services provided as described in the applicable Software Support Agreement.

3.12   "Installation" with respect to Subsystems means the process of running the Subsystem under a procedure to demonstrate basic interoperability of the applicable Subsystem components at the Designated Location for that Subsystem. "Installation" with respect to the Modifications means the process of running each Modification under a procedure to demonstrate basic interoperability with the applicable Subsystem at its Designated Location(s). "Installation" with respect to the Interfaces means the process of running each Interface under a procedure to demonstrate basic interoperability of the Interface with the applicable Subsystem and the hardware and/or Software with which it is interfaced at its Designated Location(s).

3.13   "Interface", collectively or individually, means the interface software described in Addendum A-2.

3.14   "Live Operations" means use of a Subsystem in a live operational environment, whether or not any Interfaces or applicable Modifications are included in such use.

3.15   "Modifications" means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in the appropriate Statement of Work, Addendum A-1. The TriTech Software is not custom software, and as such, at TriTech's discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all TriTech clients; or as applicable, made available as a separate module or function, separately licensed and priced.

3.16   "Object Code" means any instruction or set of instructions of a computer program in machine-readable form.

3.17   "Production System" means the primary computer system for live operations of the TriTech Software.

3.18   "Project Schedule" means the schedule set forth in or developed pursuant to the Statement of Work, subject to any permitted changes or modifications.

3.19 "Server" means any and all computers in a local area network that run administrative software which controls access to all or part of the network and its resources and make such resources available to computers acting as workstations on the network, including the Production System and any Disaster Recovery System.

3.20 "Soak Period" means fifteen (15) consecutive day period beginning on the date of Go Live to verify operational functionality of the System in a live environment as further defined in Section 8.2 of this Agreement.

3.21 "Software" means collectively or individually the computer programs licensed under this Agreement, including, without limitation, the programs for each Subsystem.

3.22 "Software Error" means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications. In the event TriTech (or another Software Vendor) is unable to reproduce the Software Error at its facilities, TriTech will, at Client's request, visit Client's premises at TriTech's expense. If Client and TriTech determine that the problem was caused by Equipment, Software, services, network or other items not supplied or not authorized by TriTech, Client shall reimburse TriTech for its labor costs for such on-site visit, at TriTech's then current rates for consulting.

3.23 "Software Support" means Telephone Support, Software Error Correction, and Software Update services provided by TriTech (and/or other Software Vendors) for the Software, either under warranty or under an annual Software Support Agreement, as more fully described in said Agreement.

3.24 "Software Support Agreement" means collectively or individually agreements of that name (or a similar name) for the rendering of Software Support services entered into between the Parties coincident with this Agreement, including any permitted renewals of such agreements.

3.25 "Source Code" means the high-level computer instructions for Software used to generate Object Code.

3.26 "Specifications" means (i) the functional requirements and applicable Functional Test document(s) ("FT") with respect to each Subsystem; (ii) the Interface Requirements Document ("IRD"), or Interface Functional Configuration Document ("IFCD") and applicable test document for each Interface, or Operational Scenario Document(s) for each Custom Interface, or if applicable, Modification; and (iii) the published specifications for the Equipment, which documents are incorporated by reference herein as though set forth in full. The FT, IRD, IFCD and OSD will be in the format provided by TriTech.

3.27 "Statement of Work" means the document that defines the implementation process for the Project, including specific tasks that are the responsibility of TriTech and the Client.

3.28 "Subcontractor" means a third-party vendor providing services as a subcontractor to TriTech, if applicable.

3.29 "Subsystem" means each of the applications described in the Statement of Work, including its Equipment, other hardware and software. In most cases, the Subsystem software will

share Equipment. (For the avoidance of doubt, the applicable Inform core applications, e.g. Inform RMS, is considered a Subsystem under this Agreement.)

3.30   "Subsystem Software" means individually or collectively the Software provided under this Agreement for each of the Subsystems.

3.31   "System" means collectively all Subsystems referred to in paragraph 1.2 of this Agreement and more fully described in the Statement of Work, i.e. Inform RMS.

3.32   "System Software" means the software identified in Addendum A-5 which includes, without limitation, operating system software, DBMS Software, and communications software.

3.33   "Task Completion Report" or "TCR" means the document presented by TriTech's Project Manager to the Client for signature upon completion of a Deliverable.

3.34   "Telephone Support" means the service provided by TriTech for access to the TriTech Customer Service Department by telephone as further defined in a Software Support Agreement.

3.35   "TriTech Business Hours" means TriTech's corporate business hours of 8:30 a.m. to 5:30 p.m. (Pacific Time), Monday through Friday, excluding TriTech holidays.

3.36   "TriTech Software" means the Object Code version of the software specified in Addendum A-2 of this Agreement, and any Modifications provided hereunder.

3.37   "Update" means revisions or additions to Software provided by the Vendor thereof. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by the Vendor.

3.38   "Use" means copying of any portion of Software from a storage unit or media into a computer or Server and execution of the software thereon. This term shall be construed to refer to a grant of reproduction rights under 17 U.S.C. 106(1), and shall not be construed to grant other rights held by the copyright owner, including without limitation the right to prepare derivative works.

3.39   "User" means the operator of a Subsystem Workstation that is configured to access and/or utilize the capabilities and features of the Subsystem Software.

3.40   "Vendor" means any supplier of hardware, Software or services under this Agreement, including TriTech, Subcontractors, System Software suppliers and Equipment suppliers. With respect to Software, this term will also mean the owner of the intellectual property rights, including copyright, to the software.

3.41   "Warranty Period" means the period starting at first Go Live for any Subsystem using the TriTech Software and ending one (1) year thereafter. The Warranty Period for Interfaces and any Modifications will also end on the same date.

3.42 "Workstation" means any computer input station that utilizes the functionality of a Subsystem, whether the software resides locally or on a Server.

4.0   PRICES AND PAYMENT

4.1   Unless otherwise stated herein, all dollar amounts contained in this Agreement are in U.S. dollars. The Contract Price for the purchased and/or licensed items hereunder is specified in Addendum A-7. Client shall pay the Contract Price without deduction or offset on the terms specified in Addendum A-6, pursuant to invoices issued by TriTech which shall be due upon receipt unless otherwise stated in the invoice. Pricing in this Agreement is based on a shared implementation as further defined in this Agreement. In the event that Client is no longer part of the shared implementation, additional fees for TriTech Software licenses and services will be applicable.

4.1.1   For each payment milestone identified in Addendum A-6, TriTech's Project Manager will provide the Client with a TCR. TriTech may invoice the payment milestone upon Client's signature of the TCR or expiration of the period for signature as provided in the Statement of Work or a TCR.

4.1.2   The Contract Price for the Deliverables and Services defined in Addendum A-2 through Addendum A-7 is based on a firm fixed price, subject to the following adjustments. In the event that Client in its sole discretion chooses to delay implementation of any Deliverable for more than six (6) months beyond the Go Live date set forth in the Project Schedule, and the then current pricing for such Deliverable(s) including applicable Services has increased since the date of execution of this Agreement, such then current pricing will apply. A change order for signature by both Parties will be processed to adjust the Contract Price.

4.2   All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2%) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid. The **remittance address** for payments only is:

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

4.2.1   In the event that Client is in arrears on payments due to TriTech of more than sixty (60) days from the due date, TriTech in its sole discretion may elect to stop work on the Project for non-payment until Client becomes current on payments due. In such event the Project Schedule will be adjusted accordingly, and TriTech shall not be considered to be in default for delays caused by Client's non-payment.

4.3   Pursuant to C.R.S. § 29-1-110, as amended, and consistent with Article X, § 20 of the Colorado Constitution, the financial obligations of the Client as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. Thus, any financial obligation of the Client not performed during the current fiscal year is subject to annual appropriation, and any obligations of the City under this Agreement shall

extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year. This Agreement is terminated upon reasonable prior written notification of non-appropriation of funds from Client to TriTech. TriTech shall be paid for all fees and expenses earned up to the date of such termination.

5.0   SOFTWARE LICENSES

5.1   In consideration for, and subject to, the payment of the license fee(s) specified in Addendum A-7 of this Agreement, and the other promises, covenants and conditions herein, Client is granted the following licenses to the Software:

5.1.1   The TriTech Software: A perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to Use the TriTech Software and the Documentation for said Software for Client's own internal use for the applications described in the Statement of Work, at the Client's Designated Location, in the quantity set forth in Addendum A-2, and on the Equipment set forth in Addendum A-4. Client may make additional copies of the TriTech Software as reasonably required for archival, or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with Section 9.0 herein. Additional TriTech Software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this Section 5.0. Client shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any Software or Documentation, or permit others to do said acts, except as provided in this Agreement or the applicable Software license agreement. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the applicable license, at the option of the applicable Vendor. In such event, Client shall not be entitled to a refund of any license fees paid. Software (including without limitation Subsystem Software) may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided dispatching to third parties. Each copy of the TriTech Software provided under this license that is identified in Addendum A-2 of this Agreement as a Disaster Recovery license may be used in the event of a failure, malfunction or other out of service condition of its Production System. In the event the Production System fails to operate, live operations may transfer to the Disaster Recovery System until the Production System returns to normal operational mode, provided that Software is not simultaneously operating on both the Production System and Disaster Recovery System.

5.1.2   TriTech Subscriptions: If applicable, the terms and conditions for use of the TriTech Subscription Service(s) are set forth in the TriTech Subscription Service Use & License Agreement attached as Addendum B.

5.1.3   System Software: The licenses set forth in the applicable Vendor's license agreements that accompany Software are incorporated herein. Third-party products providing supplemental software code to the TriTech Software and not subject to separate licensing provisions shall be licensed in accordance with the provisions of this Section 5.

5.2   Title to all TriTech Software or Documentation shall remain with TriTech. Title to any third-party Software or Documentation shall remain with the applicable Vendor or original licensor.

5.3   The Software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code whatsoever.

5.4   Client may not export any Software or Documentation outside the United States without further prior written agreement of TriTech or the applicable Subcontractor. In the event of such agreed export, Client is responsible for complying with all applicable export laws or regulations. Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by applicable government agencies is subject to restrictions as set forth in DFAR 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

5.5   These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable license agreements.

5.6   Client may surrender any Software licenses provided in connection with this Agreement at any time by performing the actions described in Section 12.4 of this Agreement, or the applicable license agreement. Such surrender shall not affect TriTech's right to receive and retain the Contract Price or other fees, charges and expenses earned hereunder.

6.0   DELIVERY, INSTALLATION, SERVICES, TITLE TO EQUIPMENT, AND RISK OF LOSS

6.1   TriTech will Deliver the items purchased and/or licensed hereunder and perform the services pursuant to the Statement of Work, subject to the provisions of the FORCE MAJEURE/EXCUSABLE DELAY section (22.0) of this Agreement, and further subject to delays caused by the actions or omissions of Client, including, but not limited to, delays in performing the Client responsibilities as defined in the Statement of Work. Unless specifically identified as a TriTech task in the Statement of Work, Installation of Workstations into consoles, furniture or similar work area components at Client's Designated Location is the responsibility of Client.

6.2   As further defined in the Statement of Work, TriTech will appoint a Project Manager who will act as the primary point of contact for TriTech's services for the implementation process in the Project. Any services desired by Client in addition to those specified in this Agreement or the Statement of Work will be subject to the availability and scheduling of TriTech (or, if applicable, Subcontractor) personnel and at TriTech's (or the Subcontractor's) then-current rates, plus expenses. Prior to performing any of the aforementioned additional services, TriTech will provide a written quotation detailing the price (or time and materials estimate) for such services. TriTech may subcontract with certain Vendors that provide hardware, Software and/or services in connection with the Project (as more fully described in the Statement of Work), and (iii) pass through to Client warranties received from the Vendors thereof. Prior to Acceptance, should any Subcontractor hereunder be in default (provided such default is not due to any fault or delay of Client or its agents, due to any third party, or due to an event of Force Majeure, TriTech may either continue to perform the duties of the applicable Subcontractor to fulfill the obligations for the Subcontractor in accordance with the Statement of Work, or provide an alternative solution;

provided, however, that in no event will TriTech's responsibility for any Subcontractor's default exceed the price for such Subcontractor's portion of the Contract Price.

6.3   The Statement of Work will define the implementation process for the Deliverables and services to be provided under this Agreement, including implementation of the Subsystems and Interfaces, testing, training; as well as the responsibilities of both TriTech and the Client for the relevant tasks associated with the Project.

6.4   The Project Schedule will define the timeframe for completion of Project Milestones and the party or parties involved in performing the task, e.g. TriTech, Client, or if applicable, Subcontractor.

6.5   Title to all Equipment purchased under this Agreement shall not transfer to Client until payment for such Equipment has been remitted to TriTech.

6.6   Risk of loss of any Deliverable shall be borne by TriTech until Delivery of the Deliverable to Client. Thereafter, the risk of loss shall be borne by Client.

6.7   Unless provided as a fixed fee, freight costs, or travel costs incurred and invoiced by TriTech in connection with services rendered under this Agreement shall be paid by Client upon receipt of invoice. All travel costs and arrangements will be made in accordance with TriTech's standard travel policy, a copy of which will be provided to Client upon request.

7.0   SITE PREPARATION

7.1   Client agrees to provide, in a timely manner and at its own expense, required facilities and equipment specified in the Statement of Work, Addendum A-8 (the System Planning Document), the Documentation, or as otherwise specified by TriTech in writing.

8.0   ACCEPTANCE

8.1   Applicable System and Subsystem testing is defined in the Statement of Work. The System will be accepted upon completion of the Soak Period as defined in section 8.2 below.

8.2   Beginning on the date of Go Live at each of the five Designated Locations identified in Addendum A-2 that are part of the shared implementation as further defined in this Agreement, the Client shall utilize the System for a fifteen (15) consecutive day period (the "Soak Period") in order to verify operational functionality in a live environment. In the event that a Critical Priority or an Urgent Priority Software Error (as those terms are defined in the Software Support Agreement) occurs during the Soak Period, TriTech shall commence actions in accordance with the Software Support Agreement to resolve the reported Critical Priority or Urgent Priority Software Error. If a Critical Priority or Urgent Priority Software Error occurs during the Soak Period, the Soak Period will be restarted from day one (1) once TriTech has provided a resolution in accordance with the Software Support Agreement.

9.0   CONFIDENTIALITY AND PROPRIETARY RIGHTS

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

9.1.1   TriTech maintains a security program for managing access to client data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

9.1.1.1   If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech office location. This provision will apply during the installation of the Project and for the duration of the Client's Software Support Agreement.

9.2   Client understands and agrees that the Software and Documentation (including without limitation Subsystem Software and Documentation) including, but not limited to, the Source Code, Object Code, the OSDs, and IRDs , the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software, together with any other information identified by TriTech or a Vendor as confidential or proprietary (collectively "Vendor Proprietary Information" or "VPI") constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the Vendor a competitive advantage.

9.2.1 The material presented in TriTech's training courses is VPI and not intended for public disclosure or disclosure to third parties. Clients may videotape training sessions provided on-site at the Client's facilities by TriTech staff for the Client's own internal use only; provided, however, that the TriTech training staff have consented in writing to such videotaping. The Client is responsible for managing secure access to and copying or distribution of any TriTech provided training materials or Client-made videotapes of TriTech training sessions.

9.3   Client agrees during the term of the license granted under this Agreement, and thereafter, to hold the VPI, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for Client's exercise of the license rights granted hereunder. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

9.4   Client shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed. Client may not access or allow access to Source Code by any person and for any reason.

9.5   Client shall inform TriTech promptly in writing of any actual or suspected unauthorized Use, copying, or disclosure of VPI.

9.6   If any VPI is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, Client shall as allowed by law (i) provide to TriTech (and, if applicable the concerned Subcontractor) written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to TriTech (and, if applicable the concerned Subcontractor) a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the VPI.

9.7   The obligations specified under this Section 9 shall survive any termination or rescission of this Agreement.

10.0   LIMITED WARRANTIES

10.1   The TriTech Software. TriTech warrants that, during the Warranty Period, the TriTech Software will perform in substantial conformity with the Specifications. If, during the Warranty Period, Client determines that a warranty defect exists in the TriTech Software, Client shall notify TriTech in accordance with the Software Support Agreement. TriTech shall, at its option, replace the defective TriTech Software, or correct the defect in accordance with the Software Support Agreement. This Section 10.1 sets forth Client's sole remedy with respect to the foregoing warranty.

10.1.1 TriTech further warrants and represents that the TriTech Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by TriTech to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the TriTech Software. (Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of paragraph 10.1.2.5, below, shall constitute the agreement of the Parties with respect to viruses.) Client's sole remedy with respect to the foregoing warranty shall be to receive an Update to the TriTech Software that does not contain any of the above-described routines or devices.

10.1.2 If the TriTech Software is unable to function as warranted due to any one or more of the following factors, additional charges may be imposed by TriTech for actions necessary to correct or work around such factors:

10.1.2.1 Modification of the TriTech Software, System Software or Equipment by Client or a third party.

10.1.2.2 Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech.

10.1.2.3 Software not provided by TriTech, not specified as compatible in the Documentation, or Client not following the procedures for loading third party software on a Workstation or Server as set forth in paragraph 11.5 of this Agreement and further defined in the System Planning Document (Addendum A-8 hereto).

10.1.2.4 Equipment which does not meet the configuration requirements specified in the Documentation, by failure of Client to provide and maintain the site and facility requirements described in Section 7.0 herein, or the use of other equipment as substitutes for the Equipment listed in Addendum A-4.

10.1.2.5 Computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up-to-date virus checking software and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the System including, but not limited to, Workstations or Servers. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software (but not Client's data) on Client's Equipment. Client shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the System to mitigate the consequences of any virus. This Section 10.1.2.5 states Client's sole remedy with respect to viruses arising from or relating to the System.

10.1.2.6 Equipment or software provided by third parties with which the TriTech Software interfaces or operates (including but not limited to system software), including but not limited to problems caused by changes in such equipment or software. If such changes occur which require modifications or other actions with respect to the TriTech Software, such

modifications or actions shall (unless identified in the Addendum A-3 as a line item in this Agreement) be subject to the mutual written agreement of the Parties, including but not limited to, additional charges by TriTech at its then current rates for engineering and technical support.

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

10.3   If mapping information is supplied with the TriTech Software, TriTech makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the TriTech Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Client or the mapping database vendor to TriTech.

10.4   Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

10.5   Any warranties for the TriTech Subscription Services, if applicable, are only as set forth in the TriTech Subscription Service Use & License Agreement provided at Addendum B.

10.6   Equipment, System Software and Subcontractor Hardware and Software, and any other items or services provided under this Agreement and not manufactured by TriTech (collectively "Third Party Items") are warranted by the manufacturers or Vendors thereof, not by TriTech. TriTech shall pass through to Client all warranties on Third Party Items which TriTech is permitted to pass through to Client. If, during the warranty period for Third Party Items Client determines that they do not perform as warranted, Client shall contact TriTech using the procedures described in the Software Support Agreement.

10.7   **EXCEPT AS SPECIFICALLY STATED IN THIS SECTION 10, TRITECH MAKES AND CLIENT RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRITECH RESELLS AND PASSES THROUGH THIRD PARTY PRODUCTS ON AN "AS IS, WHEN AVAILABLE" BASIS. TRITECH DOES NOT REPRESENT OR WARRANT THAT ANY TRITECH PRODUCT OR THIRD-PARTY ITEMS, INCLUDING HARDWARE, SOFTWARE OR SERVICES, WILL BE FREE FROM ERRORS, DEFECTS OR INFRINGEMENT.**

11.0   MAINTENANCE AND SOFTWARE SUPPORT

11.1   The TriTech Software. Software Support shall begin upon the date of first Go Live for any Subsystem and end twelve (12) months thereafter. Software Support is subject to and will be provided in accordance with the terms of the Software Support Agreement to be entered into between the Client and TriTech coincident with this Agreement.

11.2　Tri Tech Subscription Services.　Support terms for the TriTech Subscription Services, if applicable, are set forth in the TriTech Subscription Service Use & License Agreement provided at Addendum B, and shall govern in the event of a conflict between Addendum B and the Software Support Agreement.

11.3　System Software. Client is responsible for maintaining licensing, including updates for System Software.

11.4　Equipment. Maintenance and support for all Equipment sold hereunder, if applicable, is not included under this Agreement. However, because proper computer equipment maintenance is required for proper system operation, Client agrees to acquire and keep in force computer and peripheral equipment maintenance agreements for the equipment used to operate the TriTech Software or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may, provided that a current Software Support Agreement with TriTech is in force, contact TriTech using the procedures described in the Software Support Agreement. TriTech shall thereupon provide Help Desk services to Client as provided in the then-applicable Software Support Agreement. Notwithstanding the above, TriTech is not and shall not be a party to such third-party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

11.5　If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the TriTech Documentation, and contact the TriTech Customer Service Department at the telephone numbers listed in the Software Support Agreement for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third-party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third-party software.

12.0　DEFAULT AND TERMINATION

12.1　TriTech may terminate this Agreement and the TriTech Software licenses granted herein at any time if (i) Client fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to TriTech, Client cures such failure within fifteen (15) days after written notice of such failure by TriTech or (b) in other cases, Client cures such failure(s) within thirty (30) days of such notice or in the case of failures which are curable, but not reasonably susceptible to cure within thirty (30) days, Client commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Client's normal business operations are disrupted or discontinued for more than thirty

(30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect TriTech's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

12.1.1 In the event of termination in accordance with paragraph 12.1 above, TriTech's subcontractors providing software licenses hereunder may also terminate such licenses granted to Client with respect to this Agreement.

12.2 Client may terminate this Agreement if (i) TriTech (or a Subcontractor) fails to comply with any material term or condition of this Agreement unless (a) TriTech (or the applicable Subcontractor) cures such failure within thirty (30) days after written notice thereof from Client or (b) in the case of failures not reasonably susceptible to cure within thirty (30) days, TriTech (or the applicable Subcontractor) commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) TriTech's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination and no successor or assignee is appointed who is ready, willing and able to assume and perform TriTech's executory obligations under this Agreement.

12.3 Termination Without Cause. In the event that Client desires to terminate this Agreement without cause, Client shall provide thirty (30) days prior written notice to TriTech. In such event TriTech shall be paid for all fees and expenses earned under this Agreement up to the date of such termination. Client will not be reimbursed for any prepaid Software Support or Software Subscription fees. Any resumption of the Project shall be subject to negotiation of a new Agreement.

12.4 Upon termination, Client shall permanently remove and destroy all copies of the Software from its computer system, media, or other locations, destroy all copies of the Documentation and associated materials and certify to TriTech in writing that Client has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or archival copies, or otherwise. Client shall perform these same procedures for removal and destruction of System Software and Subcontractor Software, and the associated Documentation, and so notify TriTech.

13.0 LIABILITY

13.1 TriTech shall indemnify, defend, save, and hold Client harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of TriTech, its employees, agents, contractors, or any subcontractor as a result of TriTech's or any subcontractor's performance pursuant to this Agreement; however, TriTech shall not be required to indemnify Client for any claims or actions caused to the extent of the negligence or wrongful act of Client, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Client, or its employees,

agents or contractors, TriTech's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2 NOTWITHSTANDING THE FOREGOING, THE TOTAL LIABILITY OF TRITECH FOR ANY CLAIM OR DAMAGE ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, BY WAY OF INDEMNIFICATION OR UNDER STATUTE SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED (I) THE CONTRACT PRICE OR (II) IN THE CASE OF BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY TRITECH'S INSURANCE CARRIER, THE LESSER OF THE COVERAGE LIMITS OF SUCH INSURANCE OR THE AMOUNT ACTUALLY PAID TO TRITECH OR CLIENT BY THE APPLICABLE INSURANCE CARRIER FOR SUCH DAMAGE.

13.3 Except for actions for copyright, trade secret, or trademark infringement, no action or proceeding arising out of any claimed breach of this Agreement or transaction may be brought by either Party more than four (4) years after the cause of action has accrued.

13.4 To the extent allowed by law, Client shall indemnify and hold TriTech harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Client's or, its employees, agents, contractors, or any subcontractors as a result of the use or misuse of the TriTech Software.

13.5 Nothing in this agreement shall be deemed as a waiver of immunity or liability limits granted to the Client under the Colorado Governmental Immunity Act or other applicable law.

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

14.0 INSURANCE

14.1 Beginning at the start of TriTech's performance under this Agreement, and ending when TriTech is no longer providing to Client annual Software Support, TriTech shall maintain in force the following insurance coverages:

Commercial General Liability
- $1,000,000 each occurrence
- $2,000,000 general aggregate

Automobile Liability
Minimum Limit:

- $1,000,000 Combined Single Limit

Workers' Compensation – statutory limits
Employer's Liability:
- $1,000,000 bodily injury for each accident
- $1,000,000 each employee for disease
- $1,000,000 disease aggregate

Professional Liability Errors & Omissions
- $5,000,000 each claim/occurrence
- $5,000,000 aggregate

14.2   TriTech provide a Certificate of Insurance naming Client as an additional insured to the Commercial General Liability policy.

15.0   COPYRIGHT & TRADE SECRET INFRINGEMENT

15.1   TriTech will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) to the extent due to claimed infringement by the TriTech Software of copyright or trade secrets, provided that Client immediately notifies TriTech in writing of such Action and cooperates fully with TriTech and its legal counsel in the defense thereof. TriTech may in its discretion (i) contest, (ii) settle, (iii) procure for Client the right to continue using the TriTech Software, or (iv) modify or replace the TriTech Software so that it no longer infringes (as long as substantially all the functionality and performance described in the Specifications remains). Client may participate in the defense of such Action at its own expense. If TriTech concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client's use of the TriTech Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then TriTech will return to Client the TriTech Software license fee(s) paid by Client under this Agreement less a prorated portion of said fee(s) for Client's use of the TriTech Software (calculated by multiplying the ratio of the number of months of actual Use in Live Operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client, its officers, directors, employees, contractors, agents, or elected officials, or a third party, TriTech will, subject to Section 13.0 herein, indemnify Client therefrom to the extent indemnification for such judgment is not provided under Client's insurance policies (unless Client is self-insured in which case the preceding clause shall not apply).

15.2   Notwithstanding the above, TriTech shall have no duty under this section 15.0 with respect to, and Client shall, to the extent allowed by law, hold TriTech harmless from and against any claim, action or proceeding arising from or related to infringements (i) by System Software, Subcontractor Hardware or Software, or Equipment, (ii) arising out of modifications to the TriTech Software and/or Documentation not made by or under the direction of TriTech, (iii) resulting from use of the TriTech Software to practice any method or process which does not occur wholly within the TriTech Software, or (iv) resulting from modifications to the TriTech Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of

Client. This section 15.0 states the entire obligation of TriTech regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

16.0 DISPUTE RESOLUTION

16.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either TriTech's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

17.0 SALES, USE AND PROPERTY TAX

17.1 Unless exempt from such taxes, Client shall be solely responsible for payment or reimbursement to TriTech of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Client or TriTech. If exempt, Client shall provide to TriTech written evidence of such exemption. Client shall also pay any personal property taxes levied by government agencies based upon Client's use or possession of the items acquired or licensed in this Agreement.

18.0 SEVERABILITY

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

19.0 FORCE MAJEURE/EXCUSABLE DELAY

19.1 Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond its reasonable control), the actions or omissions of the other Party or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond the Party's reasonable control ("Excusable Delay" herein). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

20.0 CONSTRUCTION AND HEADINGS

20.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

21.0 WAIVER

21.1 The failure or delay of any Party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either Party to enforce each and every provision.

21.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

22.0 ENTIRE AGREEMENT

22.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

23.0 APPLICABLE LAW

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

24.0 ASSIGNMENT

24.1 Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of TriTech's assets, TriTech may assign this Agreement to an entity ready, willing and able to perform TriTech's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee.

25.0 NOTICES

25.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices

shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:	To TriTech:
Cherry Hills Village Police Department	TriTech Software Systems
2460 East Quincy Avenue	9477 Waples Street, Ste. 100
Cherry Hills Village, CO 80113	San Diego, Calif. 92121
Attn: Michelle Tovrea	Attn: Contracts
Chief of Police	

26.0 ORDER OF PRECEDENCE

26.1 The following documents shall comprise the Agreement between the Parties concerning the subject matter of this Agreement, and in the event of any dispute arising from or related to this Agreement, shall have the following order of precedence:

A. This Agreement and all Addenda and other documents attached to or incorporated by reference herein. In the event of a conflict between this Agreement and an Addendum, this body of this Agreement shall take precedence;

B. The applicable OSDs, IRDs, IFCDs and FTs.

27.0 GENERAL TERMS

27.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either Party except as provided in the ASSIGNMENT section of this Agreement.

27.2 This Agreement shall not become a binding contract until signed by an authorized officer of each Party, and it is effective as of the date so signed.

27.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

27.4 The provisions contained herein shall not be construed in favor of or against either Party because that Party or its counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

27.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

27.6 A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document

reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

27.7   This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

27.8   TriTech shall not offer or provide anything of benefit to any Client official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the Client's Code of Ethics.

27.9   As required by C.R.S. § 8-17.5-102, TriTech certifies and agrees as follows:

(1) TriTech shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

(2) TriTech shall not enter into a contract with a subcontractor that fails to certify to TriTech that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) TriTech has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

(4) TriTech shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

(5) If TriTech obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then TriTech shall: (a) notify the subcontractor and the Client within three days that TriTech has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that TriTech shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) TriTech shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If TriTech knowingly violates any of the provisions of this section, the Client may immediately terminate this Agreement effective upon the receipt by TriTech of written notice of termination from the Client.

27.10 EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF CHERRY HILLS VILLAGE	TRITECH SOFTWARE SYSTEMS
(signature)	_(signature)_
Accepted By (Signature)	Accepted By (Signature)
Laura Christman	Roxanne Lerner
Printed Name	Printed Name
Mayor	Director of Contracts
Title	Title
12-12-18	5 December 2018
Date	Date

ADDENDUM A

PROPRIETARY INFORMATION[1]

SUMMARY OF CONTENTS

<u>Addendum No.</u>	<u>Description</u>
A-1	Statement of Work, with attached Subcontractor Statements of Work which are incorporated herein by reference
A-2	Number of TriTech Software Licenses, Installation and Shipping Instructions
A-3	TriTech Services, Support and Maintenance Fees, and Miscellaneous
A-4	Equipment
A-5	System Software
A-6	Payment Terms
A-7	Contract Price Summary
A-8	System Planning Document

ADDENDUM A-1

PROPRIETARY INFORMATION[1]

STATEMENT OF WORK

(Attached)

ADDENDUM A-2

PROPRIETARY INFORMATION[1]

NUMBER OF TRITECH SOFTWARE LICENSES, INSTALLATION AND SHIPPING INSTRUCTIONS

Inform RMS Software License Fee(s)	Unit Price	Qty	Total Price
Inform RMS Concurrent User License	$1,350.00	17	$22,950.00
NCIC/State Software Inform RMS Concurrent User	$500.00	3	$1,500.00
Inform RMS Software License Fee(s) Subtotal:			*$24,450.00*
TriTech Software License Fee(s) Total:			**$24,450.00**

Custom Solutions (Interfaces)	Unit Price	Qty	Total Price
Brazos eCitation Interface (split between LPD, EPD, GVPD, CHVPD, SPD)	$5,100.00	1	$5,100.00
Caselle Courts Interface	$9,500.00	1	$9,500.00
Custom Solution(s) Total:			***$14,600.00***

INSTALLATION AT DESIGNATED LOCATION AND SHIPPING INSTRUCTIONS

Client's Designated Location

City of Cherry Hills Village Police Department
2460 East Quincy Avenue
Cherry Hills Village, CO 80113

Designated Locations that are part of this shared implementation. Each agency will enter into a separate System Purchase Agreement with TriTech:

Englewood Police Department (EPD)
Greenwood Village Police Department (GVPD)
Littleton Police Department (LPD)
Sheridan Police Department (SPD)

---

[1] **THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.**

ADDENDUM A-3

PROPRIETARY INFORMATION[1]

TRITECH SERVICES, SUPPORT AND MAINTENANCE FEES AND MISCELLANEOUS

Inform RMS Implementation Service Fee(s)	Unit Price	Qty	Total Price
Inform RMS 3-Day Workshop and Consultation	$4,200.00	2	$8,400.00
Inform RMS Business Analysis and Consultation Services	$3,500.00	1	$3,500.00
Inform RMS User Training - Field Officers (3 Days)	$4,200.00	1	$4,200.00
Inform RMS User Training - Investigations (3 Days)	$4,200.00	1	$4,200.00
Inform RMS User Training - Property and Evidence Training (3 Days)	$4,200.00	1	$4,200.00
Inform RMS User Training - Records (3 days)	$4,200.00	1	$4,200.00
Standard Inform RMS Data Conversion	$49,000.00	1	$49,000.00
Inform RMS Administration Review and Training - (C - 121-250 concurrent users) (split between EPD, GVPD, LPD, CHVPD, SPD)	$1,400.00	1	$1,400.00
Inform RMS Functional Testing (split between EPD, GVPD, LPD, CHVPD, SPD)	$1,680.00	1	$1,680.00
Inform RMS System Orientation and Analysis - (D - 251 - 550 users) (split between EPD, GVPD, LPD, CHVPD, SPD)	$4,200.00	1	$4,200.00
Onsite Go Live Services, additional day/shift	$2,100.00	2	$4,200.00
Report Writing Training (3 days)	$4,200.00	1	$4,200.00
Inform RMS Implementation Service Fee(s) Subtotal:			*$93,380.00*

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
IQ CrimeView Advanced Reports T2 Subscription Professional Services (split between EPD, GVPD, LPD, CHVPD, SPD)	$2,887.50	1	$2,887.50
IQ CrimeView Dashboard T2 Subscription Professional Services (split between EPD, GVPD, LPD, CHVPD, SPD)	$7,012.60	1	$7,012.60
IQ NEARme T4 (200 to 499) Professional Services (split between EPD, GVPD, LPD, CHVPD, SPD)	$2,049.60	1	$2,049.60
IQ Implementation Service Fee(s) Subtotal:			*$11,949.70*

TriTech Implementation Service Fee(s) Total: *$105,329.70*

Project Related Fees	Unit Price	Qty	Total Price
Estimated Travel Expenses (To be billed as incurred)	$17,420.00	1	$17,420.00
Project Related Fee(s) Total:			*$17,420.00*

---

[1] THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

ADDENDUM A-3 (Continued)
PROPRIETARY INFORMATION[1]

Recurring Fees (Year 1 – Begins at)	Unit Price	Qty	Total Price
IQ CrimeView Advanced Reports T2 (450K to 1M, up to 25 Users) (split between LPD, EPD, GVPD, CHVPD, SPD)	$2,900.00	1	$2,900.00
IQ CrimeView Dashboard T2 (450K to 1M) Subscription (split between LPD, EPD, GVPD, CHVPD, SPD)	$3,700.00	1	$3,700.00
IQ NEARme T4 (200 to 499) Subscription (split between LPD, EPD, GVPD, CHVPD, SPD)	$1,600.00	1	$1,600.00

Recurring Fee(s) (Year 1):   *$8,200.00*

*Annual Software Support Fees – Year 1 (Begins at Go Live)

Product Name	Support Level	Total Price
Brazos eCitation Interface (split between LPD, EPD, GVPD, CHVPD, SPD)	24 x 7	$918.00
Caselle Courts Interface	8 x 5	$1,710.00
Inform RMS Concurrent User License	8 x 5	$4,131.00
NCIC/State Software Inform RMS Concurrent User	8 x 5	$270.00

Annual Software Support Fee(s) (Year 1): $6,747.84
Continuous Upgrade Fee(s) (Year 1): $281.16
Annual Software Support Fee(s) (Year 1) Total: **$7,029.00**

**Recurring Fees – Year 2	Unit Price	Qty	Total Price
IQ CrimeView Advanced Reports T2 (450K to 1M, up to 25 Users) (split between LPD, EPD, GVPD, CHVPD, SPD)	$3,045.00	1	$3,045.00
IQ CrimeView Dashboard T2 (450K to 1M) Subscription (split between LPD, EPD, GVPD, CHVPD, SPD)	$3,885.00	1	$3,885.00
IQ NEARme T4 (200 to 499) Subscription (split between LPD, EPD, GVPD, CHVPD, SPD)`	$1,680.00	1	$1,680.00

Recurring Fee(s) (Year 2):   *$8,610.00*

*The Software Support fee for the initial term of TriTech annual Software Support, beginning at Go Live and ending 12 (twelve) months thereafter, is included in the Contract Price of this Agreement. Thereafter, annual Software Support fees will be invoiced in accordance with the Software Support Agreement entered into between TriTech and Client coincident with this Agreement.

**For convenience, year 2 and ongoing Recurring Fees will be invoiced at the time of Client's annual support renewal.

---

[1] THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

ADDENDUM A-4

<u>PROPRIETARY INFORMATION[1]</u>

EQUIPMENT

TriTech will not be providing any Equipment for this Project. Any Client provided Equipment must meet TriTech's minimum recommended specifications.

---

[1] **THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.**

ADDENDUM A-5

PROPRIETARY INFORMATION[1]

SYSTEM SOFTWARE

TriTech will not be providing System Software for this Agreement. Client provided System Software must meet TriTech's specifications.

NOTE: Additional Client responsibilities regarding licensing requirements for System Software for continued maintenance, including system expansion, are provided in the System Planning Document.

---

[1] THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

ADDENDUM A-6

PROPRIETARY INFORMATION[1]

PAYMENT TERMS

20%	Due at Contract Signing	$30,515.94
20%	Due at Completion of Inform RMS 3-Day Workshop	$30,515.94
25%	Due at completion of Functional Testing	$38,144.93
20%	Due at Completion of Pre-Go Live End User Training	$30,515.94
15%	Due at Go Live	$22,886.96
	Travel Expenses - Billed as Incurred	$17,420.00
	Project Total	$169,999.70

ADDENDUM A-7

PROPRIETARY INFORMATION[1]

CONTRACT PRICE SUMMARY[2]

Inform RMS Software License Fees	$24,450.00
Custom Interfaces	$14,600.00
Inform RMS Implementation Services	$93,380.00
IQ Implementation Services	$11,949.70
Project Related Fees	$17,420.00
Recurring Fees Year 1	$8,200.00
Contract Price	$169,999.70

[1] THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

[2] Shipping costs, travel costs and any applicable sales, use value added or similar taxes shall be paid by Client in accordance with the terms of the Systems Purchase Agreement. Unless such costs or taxes are listed as a line item herein, they shall be invoiced separately, payable on receipt of the invoice therefor.

ADDENDUM A-8

PROPRIETARY INFORMATION[1]

SYSTEM PLANNING DOCUMENT

Provided as Deliverable

ADDENDUM B

SUBSCRIPTION SERVICE USE & LICENSE AGREEMENT

(ATTACHED)

STATEMENT OF WORK

Cherry Hills Village Police Department, CO

Inform RMS

Version 3

Document Control

Template creation date: 5.31.17 – last update:2/14/2018

Date	Version	Details/Changes	Author
June 12, 2018	1	Initial draft	TriTech
Nov 7th, 2018	2	Changes to reflect the latest pricing	Jameson G
November 26, 2018	3	Appendix reference update and removed FBR reference	Jameson G

Table of Contents

1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that TriTech will be providing in accordance with the terms and conditions of the System Purchase Agreement (the "Purchase Agreement") between TriTech Software Systems (TriTech) and Cherry Hills Village Police Department ("Client").

The pricing and services for this assume the project duration will not exceed a period of twelve (12) months. If the project exceeds the expected duration due to client delays, additional services must be purchased.

This project description includes the services and deliverables specified by the Purchase Agreement, including if applicable, TriTech Software and services, Subcontractor activities, Third Party products and services for the implementation of the System and Subsystems specified in the Purchase Agreement (collectively the "Project").

Statement(s) of Work for applicable TriTech Subcontractor(s) are presented in Appendix E - Subcontractor(s) Statement(s) of Work.

In some cases, the framework of Deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD); Interface Requirements Documents (IRD); Functional Design Documents (FDD); User and Administrator Documentation and Training Materials.

The number and type of software licenses, products, or services provided by TriTech or its Subcontractors are specifically listed in the Purchase Agreement and any reference within this document as well as Subcontractors' SOWs (if applicable) does not imply or convey a software, license, or services that are not explicitly listed in the Purchase Agreement.

1.2 Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Purchase Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of TriTech and the Client as further described in this SOW.

- Project Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.

- The OSD provides an operational description of a capability or feature within the applicable TriTech solution in sufficient detail that both Client and TriTech team mutually agree to the expected deliverable. The OSD provides the "what", "how," and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how TriTech's Development team will accomplish the requested feature. An OSD

will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for TriTech's development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.

- Standard Interface Requirement Document (IRD) defines the functionality of the Standard Interfaces. These documents are standard, published TriTech documents, and are not specific to a Client.

- Functional Design Document (FDD) contains details for data conversions such as the proposed approach, fields that will be converted, and assumptions.

1.3 General Client Responsibilities

In addition to those Client responsibilities stated elsewhere in this SOW, the Client is responsible for:

1) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.

2) Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.

3) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.

4) Configuration and/or programming of network routers, switches and bridges – this includes providing information to TriTech staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with TriTech documentation.

5) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by the System.

6) The installation of servers into racks and the connection of such servers to network switches.

7) The assignment of machine names and IP addresses for servers to be utilized by the System. This includes joining the servers to the network and the assignment of security accounts as specified by TriTech documentation.

8) Any hardware and third party software or services necessary for implementing the System that is not listed in the Purchase Agreement as a TriTech Deliverable (not listed as a line item in the Price and Payment section of the Purchase Agreement). This includes workstations, server hardware, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.

9) Configuration, maintenance, testing, and supporting the Third-Party Systems that the Client operates and which will be interfaced with as a part of this project. This project includes the contracted Interfaces listed in Appendix B - Standard TriTech Interfaces and Appendix C - Custom TriTech Interfaces. The Client is responsible for maintaining and supporting these systems in good working order. The Client is responsible for providing Application Programming Interface (API)

documentation to these systems that document the integration process for the level of interface integration defined by TriTech's response to the RFP, as described by TriTech responses to the RFP as well as Interface IRD and approved OSDs. The Client is also responsible for any cost associated with the development, or configuration of the Third-Party System Vendor side of the Interfaces.

10) Consoles, furniture or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Purchase Agreement into existing consoles, furniture, vehicles or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the Client.

11) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are System Orientation, , Training, regular Project meetings, discussion regarding Interfaces, system installation planning, and the like.

12) The provision of Code Files and GIS data as requested by TriTech staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by TriTech staff in accordance with TriTech Documentation.

13) Assistance with any non-TriTech systems and/or databases the IQ Crimeview application or import process will interface with in order to obtain data or provide functionality. Common examples include provision of data dictionaries, ODBC connectivity, and information pertaining to the type, location, and structure of data in the source CAD, RMS, or other source database(s) or data file(s).

14) The timely review and approval of, OSDs, IRDs, Task Completion Reports (TCR) and/or other project documentation as further defined in this SOW.

15) Provide a facility with the required computer and audio-visual equipment for training.

16) Timely completion of Data Categorization Worksheets, Application Reviews and, where appropriate, Content Building for the IQ Crimeview application.

17) TriTech pricing for this Project assumes that all Client supplied products and services required to support the project will be delivered according to this agreed to Statement of Work, based upon a mutually agreed upon project schedule. This timeline will require a commitment by Client staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the Client find that it is unable to support the agreed to schedule, TriTech reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and, if applicable, allow TriTech to recoup any additional costs which may be incurred by TriTech as a result of Client delays.

18) The Client is responsible for providing remote connectivity to TriTech for the purpose of installation, configuration, testing, and troubleshooting of TriTech's applications at the Client site. TriTech's approved remote connectivity methods are described in the System Planning Document.

19) Connect and configure any Third-Party hardware (such as Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, and Signature Pads) to Client workstations, if these services are not explicitly sold in the System Purchase Agreement.

20) The Client is responsible for the creation and ongoing maintenance of SSL certificates required for the operation of the software of on-Premise hardware. This includes the tracking of expiry dates and the timely renewal of certificates.

1.4 Project Exclusions

1) TriTech Software Systems provides software applications that it develops. These applications are sold as is and are considered to be "Commercial Off the Shelf" (COTS) software packages. The functionality of these products will be based on TriTech's current design and functionality of these COTS products, unless otherwise indicated in the Purchase Agreement, or if applicable, TriTech's responses to the RFP.

2) Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Purchase Agreement will not be included in the Project.

3) Any modification to TriTech standard products or customizations to such products that are not explicitly stated in the Purchase Agreement are excluded from the scope of this Project.

4) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.

5) TriTech is not responsible for the deficiencies in the Client's internal or contracted network to support remote Inform RMS, or other subsystem workstations.

6) TriTech is not responsible for the deficiencies in a Client's internal or contracted network to support some of the extended features of Inform Mobile and Inform Field Based Reporting products due to bandwidth or limitations in wireless coverage.

7) TriTech is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Purchase Agreement and this SOW.

8) Unless otherwise stated, this project does not include reconfiguring the data import process for IQ Crimeview for a separate or replacement CAD, RMS, or other source database/system after the initial configuration is initiated.

9) This project does not include creation or modification of GIS data by TriTech staff.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services that comprise the System for use by the Client's Public Safety Organization(s). The individual Subsystems to be provided comprise the overall System. This project will provide services and software licenses to add the City of Cherry Hills Village to the Arapahoe County Inform RMS system. The Inform RMS Server License and services were provided under the Arapahoe County project. This SOW covers the project to include additional user licenses required for the City of Cherry Hills Village to utilize the Inform RMS subsystem.

The Purchase Agreement for this project incorporates the following major Subsystems:

1) Inform RMS (Production) Client Licenses

2) IQ Crimeview (Dashboard Subscription)

3) IQ NEARme

4) System Interfaces as listed in the Appendices to this SOW

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. TriTech has implemented process gates to ensure successful completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Purchase Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Purchase Agreement.

2.1.1.1 Standard TriTech Software Deliverables

The functionality provided by Standard TriTech Software Products, including Interfaces (the core TriTech Software and Interfaces without any Modifications) is defined by TriTech Standard documentation such as User and Administration Guides for TriTech's major Subsystems such as Inform RMS, IQ CrimeView, and other Standard Software products. Standard Interface Requirement Documents (IRD) define the functionality of the Standard Interfaces. These documents are standard, published TriTech documents, and are not specific to a Client.

Standard TriTech Interface Software to be delivered through this Project is identified as software licenses in the Purchase Agreement. The functionality provided by Standard TriTech Interface Software is defined by TriTech IRDs.

Any Modification to the functionality of Standard TriTech Software within the System, or Subsystems, shall follow the Change Management Process as described in Section 5.2, Change Management Process. The scope of the Modification will be described in an OSD. Release of all Modifications to TriTech's Standard Interfaces will follow Subsystem release cycles (i.e., Inform CAD, Inform RMS, and the like).

2.1.1.2 Contracted Modifications to Standard TriTech Software Products

Any Modifications to Standard TriTech Software Products including Inform RMS, and Standard System Interfaces that are to be delivered through this Project are listed in the Purchase Agreement. The functional

scope of any Modification procured through the Purchase Agreement will be summarized in this Statement of Work and defined by an OSD for all items listed under Appendix A - Contracted Modifications to Standard TriTech Software Products for Inform RMS and other major TriTech Subsystems; and under Appendix B - Standard TriTech Interfaces, for modifications to Standard Interfaces. Any and all modifications or enhancements that are not explicitly listed in the Purchase Agreement or TriTech's responses to the RFP are not within the scope of this Project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

> **Note:** All enhancements and modifications to any of TriTech's Standard products (including the Interfaces) will only be released with a major version of the applicable subsystem (i.e., Inform RMS and the like) based upon the relevance and dependency to these products.

> **Note:** Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a **service pack or patch** is a piece of **software** designed to fix problems with, or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs.

2.1.1.3 Contracted Custom Interface Software

Custom Interfaces to be created by TriTech are identified as individual software licenses in the Purchase Agreement. A high-level description of the intended functionality and scope is attached as part of Appendix C - Custom TriTech Interfaces to this SOW. The detailed functional scope of any custom Interface procured through the Purchase Agreement will be defined by an OSD, which will be developed and delivered to the Client during the project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

3 TRITECH PROJECT ROLES AND RESPONSIBILITY

3.1 Overview

TriTech will appoint a team of specialized personnel that will implement the Project under the direction of TriTech's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by TriTech will be discussed with and agreed upon by the Client in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the TriTech Project Manager in order to complete the requirements of the Project.

3.2 TriTech Project Manager

TriTech has appointed a TriTech Project Manager as the principal TriTech contact who will be responsible for managing TriTech's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Purchase Agreement.

The Project Manager utilizes a standardized methodology for project implementation, project management, and risk identification and management. TriTech's Project Manager is responsible for Project scheduling and management of TriTech Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the Client's Project team. The TriTech Project Manager will be responsible for the collaborative coordination of Client resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities. The Project Manager will be an active participant in many of the milestone events through the course of the Project including System Orientation, , and Go Live. The Project Manager will organize a bi-weekly Project status call with the Client and necessary Project team members. Additionally, the Project Manager will provide the Client with a written Project status report on a monthly basis, as further defined in this SOW.

3.3 Systems Engineer

The Systems Engineer is responsible for two primary functions, within the scope of the Project: 1) configuration of Standard TriTech Interfaces (including configuration documentation); and 2) development of software requirements documentation for Custom Interfaces. The Systems Engineer will additionally participate in testing of each of these Subsystems. In some cases, Development Engineers may perform the role of the Systems Engineer for specialized interfaces.

3.4 GIS Analyst

As part of the implementation team, TriTech utilizes a GIS Analyst that specializes in geographical Information technology. The GIS Analyst is responsible for consultation services regarding utilization of GIS source data for use in Inform RMS

3.5 IQ Crimeview Implementation Specialist

The IQ Crimeview Implementation Specialist specializes in GIS (Geographic Information Systems), ETL (Extract, Transform, Load) data processes, and public safety analysis. This individual is responsible for assisting with software installation and configuration, assessing GIS and other data, configuring the SQL, geocoding, and ETL middleware interfaces, configuring the end user application, and training administrators and users. The IQ Crimeview Implementation Specialist will also coordinate deployment/installation of web applications and advising on server and web configurations related to those applications.

3.6 Inform RMS Analyst

Inform RMS Business Analyst(s) participate in various activities throughout the implementation of each of these Subsystems. They are primarily responsible for conducting the System Orientation with the Client to observe and evaluate the Client's current business practices and make recommendations for improving

efficiency and areas that need to be reviewed. They also conduct the Administration Training and provide consulting support throughout the Project implementation life cycle.

After review of the Arapahoe County configured Code Files, ownership for any continued Code File configuration and maintenance transfers to the Client. At this stage, the Business Analyst will serve as a consultant for the Client's further configuration of the Client's system until the Client's System is in live operation. These activities are described in later sections of this SOW.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

3.7 Training Specialist

Training for TriTech applications is provided by TriTech Training Specialists. Training staff for other products and functions will vary by the type of product and training proposed.

This process is described in greater detail in the training sections of this document, related to each of these products.

3.8 Client Installation Services Team

TriTech's Client Installation Services (CIS) team is responsible for installation and integration of TriTech Software onto the system hardware that is identified for this Project. This team works closely with the Client's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

This process is described in greater detail in Section 7.2, System Installation of the SOW.

3.9 Customer Services Group

Customer service functions and technical support for the Client's System during the Project is coordinated by the TriTech Project Manager. After Go Live, TriTech's Customer Services Group is responsible for providing on-going support for the Client's System as defined in the Purchase Agreement and the Software Support Agreement.

3.10 Account Manager

The Account Manager is an important resource to the Client throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general customer service requests, manage requests for new software and services, and provide assistance with planning technology upgrades post System Go Live.

Having the Account Manager participate as a key Project member provides an enhanced level of continuity for the Client as they continue their relationship with TriTech.

4 RECOMMENDED CLIENT ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the Subsystems in a manner that meets the Client's operational needs requires collaboration with the Client's team. In general, the Client's Project team should include staff experienced in the operation and administration of the Client's current public safety technology systems as applicable to the scope of this project. Such teams may include representatives from the Inform RMS users and stakeholders. These "subject matter experts" need to be engaged through the course of the Project from initiation until live operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. The Client may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. The Client needs to periodically assess its staffing needs based on changes in the Client's operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the Client, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of the Client's System to include the technical and business processes. The application Administrators (Inform RMS), as well as the System Administrator, are very key to the success of the Project. It is paramount that the Client develops this team during the implementation process so that the Client successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

4.2 Project Manager

The Client's Project Manager is the principal Client contact who will manage a team of Client Project personnel. The Client's Project Manager manages and coordinates Client's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project management plans, applicable configuration sheets, OSDs and IRDs, approval of the Project documentation and FT, and management of the Client's staff. Additionally the Client's Project Manager is responsible for coordinating the efforts, activities, and communications between TriTech and third party vendors that are not TriTech Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

The Client's System Administrator is the individual primarily responsible for managing the technical back-end of the System including Windows and hardware. This individual is the primary technical point of contact representing the Client.

As identified in the Purchase Agreement and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network components are the responsibility of the Client. The Client needs to plan for support and maintenance through the development of Client resources, other departments within the Client's organization, or by contracting for such services. The Client should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 3) implementation of software prerequisites (in accordance with TriTech Documentation) on computers as needed for current operations and System upgrades; 5) hardware maintenance and troubleshooting.

Time commitment will vary with the number of computers on the system. Personnel involved in System Administration should attend the applicable TriTech System Administrator Course(s). Where a large team is involved, a core team should attend a System Administrator Course and then the Client's System Administration team should conduct a smaller version of the training for local staff.

4.4 Inform RMS Administrator

The Inform RMS Administrator will have the responsibilities for managing the Inform RMS software settings to ensure efficient operation.

The Inform RMS Administrator will be responsible for building and maintaining the RMS Code Files. Additional activities include TriTech software setup, assignment, and management of the agency specific Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate local RMS administration staff may be required to manage the components used by each Agency - under the direction of an overall Central RMS Administrator.

4.5 Inform RMS Output Designer Administrator

The Inform RMS Output Designer Administrator will have the responsibilities for creating custom form outputs within RMS using Microsoft SQL Server Reporting Services (SSRS), which can be accessed from the Inform RMS Web UI Data Entry Templates. Using the Inform RMS Output Designer application utility, the administrator will learn to generate a dataset based on the Inform RMS Module template, utilizing SSRS to customize the output based off a pre-defined default output report. This administrator will be responsible for configuring the templates to use the custom form output within the Inform RMS Web Data Entry Designer tool in conjunction with the Inform RMS Administrator.

This is an advanced role and the resource should have prior working experience using SSRS. TriTech will not provide training on SSRS. This resource will also need to be familiar with the Inform RMS Templates as designed by the Inform RMS Administrator by attending the Template Workshop.

4.6 GIS Analyst

The GIS Analyst is responsible for the mapping components required for Inform RMS, and IQ Crimeview. Activities include providing the initial GIS files to TriTech for analysis. The GIS Analyst will be responsible for updating the Inform CAD and Inform Mobile Streets data using GIS Link, and working with TriTech's GIS Analyst to implement mapping components for Inform RMS and IQ Crimeview.

During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation workload is based upon the number and type of GIS data edits that will be necessary for the local operations. This person (or group of people) should attend IQ Crimeview Dashboard Training.

4.7 Inform RMS Supervisors

Input from the Users/Supervisors is important to ensure that the configuration settings approved by the Client's team will be perceived as usable by users of the each of the Subsystems. These Users/Supervisors should participate in meetings defining and evaluating the requirements and configuration of their respective products, such as System Orientation and Administration Training.

During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation should be maintenance only. These personnel should attend the applicable User trainings.

4.8 Subject Matter Experts

Input from subject matter experts in all applicable areas (Inform RMS, and each of the Interfaces and external Systems that integrate with TriTech Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard and Custom Interfaces, subject matter experts may be from the Client Agency, and third party vendors. If the vendors are not TriTech Subcontractors, the Client will be responsible for engaging them in necessary discussions and documentation of the requirements.

The Client should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

4.9 Application Trainers

A team of trainers is needed for training the Client staff on TriTech Software on an on-going basis. Trainers will be responsible for reading TriTech Software release notes and maintaining an understanding of new and existing features.

The Client should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

5 PROJECT CONTROLLING PROCESSES

5.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Client communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, TriTech utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, TriTech's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected Go Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Lives.

As part of the Project controlling process, upon completion of significant milestones and or tasks, TriTech will submit a Task Completion Report ("TCR") to the Client. The TCR serves as a formal tool for the purpose of verifying with the Client that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the Client by TriTech's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Purchase Agreement. Upon execution of a TCR that is tied to a Project payment milestone, the Client will receive an invoice from TriTech's Accounting Department which must be paid based on the terms and conditions of the Purchase Agreement.

The TCR will include the following information:

1. Description of Work performed and products delivered.
2. Comments noting any special circumstances.
3. Product/Service deliverables listing the contract line items that are being recognized as delivered and will be invoiced.
4. Related Payment Terms in accordance with the Purchase Agreement, for contract line items that will be invoiced relative to the TCR.

5.1.1 TriTech Responsibilities

a) TriTech will prepare and submit TCRs for Client's signature upon completion of the applicable task.

b) The TCR will cite the appropriate SOW reference.

c) TCRs that trigger a payment will include the payment amount in accordance with the Purchase Agreement payment schedule.

5.1.2 Client Responsibilities

a) Client will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.

b) In the event that Client disagrees with a TCR, Client shall submit to TriTech a written explanation detailing why the Client believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the Client shall be provided to the TriTech Project Manager within five (5) business days of receipt of the TCR.

5.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Purchase Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products' functionality, TriTech and Client's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the Client or TriTech, all Change Orders will be documented by the TriTech Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW.

All Change Orders must go through the TriTech's internal approval process before they can be presented to the Client for review and approval. Once the Change Order is generated, the Client Project Manager and

TriTech Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for TriTech to properly investigate and scope of the requested change. If additional fees are required by TriTech to create a Change Order, those fees will be identified and communicated to the Client Project Manager prior to TriTech's investigation of the requested change. In such situations, TriTech will only proceed with the investigation required to create the Change Order if the Client has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Client not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

5.2.1 TriTech Responsibilities

a) Change Orders will be prepared for submission to the Client when required.

b) Where Project changes require Engineering-level modifications, TriTech will perform requirements capture necessary to prepare required documentation including a high level description of the change for Client review and approval.

c) Where Project changes require Engineering-level modifications, Client will be informed of the delivery mechanism (version and schedule).

5.2.2 Client Responsibilities

a) When applicable, the Client will identify the services or deliverables that will be subject to a Change Order, per the Purchase Agreement between both parties.

b) When applicable, the Client will identify changes to features or functionality related to RMS, Interfaces, or any other Subsystems that will require a change order. This process may also include participation with the requirements process.

c) Client will approve and process Change Orders in a timely manner.

5.3 Project Reporting

TriTech will provide Monthly Status Reports advising the Client Project Manager and key Client Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with TriTech and TriTech's Subcontractors' Deliverables. The Project Status Reports will include the following:

a) Accomplishments during the Reporting Period.

b) Planned upcoming activities.

c) Issues.

d) Risks.

e) Key Action Items.

In addition, the TriTech Project Manager will hold bi-weekly status meetings/conference calls to update the Client on the status of the Project and key action items and deliverables.

During the course of the Project, one or more Project journals will be created to document Project issues and action items. These journals are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project journals are reviewed with the Client during bi-weekly Project status calls and on an as needed basis through the course of the Project. The Project Manager is responsible for periodically providing copies of updated journals.

TriTech will provide an updated Project Schedule advising the Client Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for the Client team, and the Client may add such tasks, owners, and durations to the Project in collaboration with TriTech Project Manager. The Project Schedule will consist of the following:

a) Major Tasks.

b) Task Responsibility.

c) Task Duration.

d) Major Milestones.

e) Tasks Completed.

f) Tasks in Progress.

5.3.1 TriTech Responsibilities

a) Provide a written report of Project status once a month.

b) Track issues and action items to closure through product specific journals. The Client will be periodically provided with updated copies of the journal.

c) Conduct status meetings/conference calls every two weeks.

d) Maintain an up-to-date Project Schedule.

5.3.2 Client Responsibilities

a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.

b) Participate in Project status meetings.

c) Ensure participation of personnel in tasks and meetings.

5.4 Document Review

In the course of the Project, TriTech will deliver several documents to the Client for review. These documents will include but are not limited to the Functional Test Procedure, Project Schedule, OSD, Training Material and Interface Requirement Documents for the Project. Approved documents are returned to the TriTech Project Manager. All documents will be provided in electronic (soft copy). If Client desires printed (hard copy)

documentation, it is their responsibility to print and bind the desire copies. The TriTech Project Manager will retain a copy and provide Client with a copy.

Should the Client find any document unacceptable, the Client must provide specific reasons in writing to the TriTech Project Manager. TriTech can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, the Client is responsible for the review of such documents and providing any comments to TriTech within five (5) business days.

5.4.1.1 Documents Subject to Client Approval

a) Change Orders

b) Operational Scenario Documents (OSD)

c) Application Configuration Sheet

d) Functional Test Procedure documents

e) Task Completion Reports

5.4.1.2 Documents Subject to Client Review not Requiring Approval

a) Project Schedule

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between the Client and TriTech.

b) Project Status Reports

c) Interface Requirements Documents (IRD)

5.4.2 TriTech Responsibilities

a) Distribute the documents to the Client.

b) Coordinate the process to consolidate comments and edit documents.

c) Manage the signoff process for applicable documents and the distribution of originals to the Client and TriTech for filing.

5.4.3 Client Responsibilities

a) Review the documents presented and provide the appropriate information back to TriTech within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.

b) Review the documents presented and provide the appropriate information back to TriTech within ten (10) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

6 PROJECT INITIATION AND PLANNING

6.1 Overview

Project Initiation and Planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between the Client and TriTech during this process is at a high level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are successfully completed and as the Project nears Go Live and Project completion.

> **Note:** The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from the Client and TriTech.

6.1.1 TriTech Responsibilities

a) Assign a Project Manager to the Project to participate in Initiation phase activities.

b) Produce required documentation to support Initiation activities (such as Standard IRDs, System Planning Document, etc.)

c) Review and finalize the SOW with the Client.

d) Identify and engage the TriTech Project team responsible for carrying out Project Execution.

e) In collaboration with the Client, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).

f) Baseline the Project Schedule.

g) Prepare and submit the TCRs for Client acceptance of the Project Management Plan as defined above.

h) Develop and submit invoice for payment due at execution of the Purchase Agreement.

6.1.1.1 Client Responsibilities

a) Assign a Project Manager for the Project to participate in Initiation phase activities.

b) Identify and engage the Client's Project team.

c) Review and comment on the TriTech Project Management Plan and the Project Schedule.

d) Review and comment on TriTech provided documentation to support Initiation activities.

e) Finalize and approve the SOW with TriTech.

f) Approve the TCRs for the Project Management Plan within 5 business days.

6.1.2 Project Kick Off

During the planning phase, the TriTech Project Manager will hold a Kick-Off meeting with the Client's Project team. During the Kick-Off meeting, the TriTech Project Manager will provide an overview of the following:

1. The TriTech Execution Process.

2. A high level description of Project Deliverables.

3. Roles and responsibilities for the Project team members.

4. A high level review of the preliminary Project Schedule including projected Project milestones and checkpoints.

5. Describe the work that has been either completed, is in progress or is due to begin within the immediate future.

6. Review any project related questions from the Client's team.

6.1.2.1 TriTech Responsibilities

a) Prepare the agenda and set a date for the Kick-Off that is convenient to the Client and TriTech Team.

b) Distribute any documents that the Client should review in advance of the Kick-Off meeting.

c) Conduct the Kick-Off meeting.

6.1.2.2 Client Responsibilities

a) Work with the TriTech Project Manager to facilitate scheduling a date for the Kick-Off meeting.

b) Schedule the appropriate personnel from the Client's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.

c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

7 PROJECT EXECUTION

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of: 1) a review of Deliverable documents; 2) Development, configuration, Installation and testing of software and hardware deliverables, and 3) Delivery of Project related services such as Project related training. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project. Since the Inform RMS system will already have been implemented at Arapahoe County, the majority of the tasks below will have been completed and only those related to applicable interface servers and Inform RMS client workstations will be necessary.

7.2 System Installation (Inform RMS)

System installation is one of the early processes in the Project implementation phase, and has a significant impact on and critical dependency on a number of key activities. All tasks and activities related to System Installation are included in this section and will occur in the order presented. Note that other project activities can occur concurrently or between these steps.

7.2.1 Review Hardware Specifications

TriTech and Client will review the specifications to ensure that the correct hardware and third party software components are procured and installed. TriTech will only be responsible for procurement of the hardware and third party software that is explicitly listed under the Agreement as TriTech Deliverables or Deliverables of TriTech's Subcontractors.

7.2.1.1 TriTech Responsibilities

1) Provide hardware and Third Party specifications to Client.

7.2.1.2 Client Responsibilities

1) Review and validate hardware and Third Party specifications.

7.2.2 Hardware and Equipment Procurement Process

TriTech and Client will procure hardware, third party software, and equipment per TriTech's recommended Specifications. TriTech is only responsible for procurement of the hardware and third party software that is identified as TriTech Deliverables in the Purchase Agreement.

If the hardware and third party software is procured by the Client, it is the Client's responsibility to procure the required equipment based on TriTech approved specifications, and to ensure the timely delivery of the hardware and third party software to the site to allow timely implementation of the System and Subsystems.

Where the Client is responsible for procuring the server hardware, the Client will be responsible for completing the following steps:

1) Fully configuring the servers with cores, memory, and disks.
2) Loading VMware and Microsoft Windows.

3) Partitioning disk drives partitioned and the implementing applicable Raid level based upon TriTech documentation.

4) Assigning the computer name and IP address based upon TriTech documentation.

5) Creating the SSL Certificates needed for each server which requires one based upon TriTech documentation

6) Providing the media and licenses for SQL Server in a location accessible by the servers.

7.2.3 System Installation

Once TriTech and the Client have prepared the site based on TriTech documentation, to include the System Planning Document and the applicable ISR form is completed, a TriTech Client Installation Services specialist will perform the TriTech installation services.

These services will be performed remotely, unless otherwise specified in the Purchase Agreement, and include installation of the contracted TriTech Software products on the quantity of servers and workstations as specified in the Purchase Agreement.

These installation activities will be coordinated between TriTech and the Client.

> **Note 1:** The Installation services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

> **Note 2:** The scope of installation services and the number of workstations to be installed and configured by TriTech is limited to the workstations that have been explicitly listed in the Purchase Agreement. If the Client has been granted Site Licensing for selected TriTech Software, TriTech is only responsible for the initial installation services.

> **Note 3:** If Client does not follow the processes and procedures detailed in the TriTech System Planning Document and this results in a need for reinstallation of the hardware or software, the reinstallation effort will be performed at additional cost to the Client.

> **Note 4:** At TriTech's discretion, TriTech may perform installation activities for certain components of the system on-site.

The following pre-requisites must be in place prior to the start of TriTech Software installation:

a) Site preparation is complete as outlined in the sections above.

b) Hardware has been installed at Client site.

c) Client had provided TriTech all relevant documentation as outlined in the sections above to include licensing keys, IP addresses, username/passwords, and the completed ISR.

7.2.3.1 TriTech Responsibilities

a) Install and configure the applicable TriTech system(s), such as Inform RMS as specified in the Purchase Agreement.

b) Provide verbal support to the Client with self-installation procedures for the workstations using the TriTech provided Prerequisite Installation DVD and applicable Launch configurations.

c) After completion of the initial installation and configuration of each major System (such as Inform RMS), a member of Technical Services team provides a technical hand-off to designated staff from the Client's information Technology team via a conference call. The following major topics will be discussed during this technical hand-off:

    i. Proper procedures for refreshing Test/Training system (and related documentation)

    ii. Approved configuration and use of Virus Scan software

    iii. Approved procedure for application of Windows updates

    iv. System Upgrade process and procedures

    v. Support Website and TriTech list server access

d) Prepare and submit a TCR upon completion of the installation tasks and activities.

7.2.3.2 Client Responsibilities

a) Allocate appropriate onsite Project personnel to support TriTech personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate Client personnel include the necessary IT personnel and database administrator(s) as needed during installation.

b) Complete the configuration of workstations (after the installation of the limited number of workstations by TriTech) using the Prerequisite Installation DVD and applicable Launch configurations.

c) Install and configure virus scanning software as outlined in the System Planning Document.

d) After completion of the initial installation and configuration of System servers, the Client will be responsible for maintaining the System based on TriTech System Document, and the technical hand-off from TriTech Technical Services department. Specifically, the Client's IT staff is responsible completing the following activates related to Inform Subsystem servers:

    o Updating Training/Test Systems with fresh data (from Production) as needed

    o Continued updating and monitoring of virus scan software

    o Application of Windows updates

    o Following the procedures for System Upgrade

    o Deployment and use of the Prerequisite Installation DVD for Subsystem upgrades as required.

e) Review and approve the applicable TCRs

7.3 Implementation of Inform RMS

Inform RMS is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and the system

is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for Inform RMS.

7.3.1 Inform RMS System Orientation

The Inform RMS System Orientation is conducted at the Client's site and led by a TriTech Business Analyst. The duration of the Inform RMS System Orientation is generally up to three (3) days and includes a Business Process Review of the Client's operation.

Some key discovery points for the Inform RMS System Orientation are as follows:

a) Work Flow – Understanding the setup for work flow processes from the field report to the State Submission. This may include time observing Departmental Divisions (such as Patrol, Records, Investigations, Property and Evidence, and the like).

b) Review reporting requirements.

c) Event numbering (Incidents) including master incident numbers and case numbers.

It is recommended that the number of attendees in the System Orientation is limited to 10-15 to allow for more effective communication during the session. Based on the key discovery points during this session, it is necessary that the attendees include individuals who can properly address these key points and make configuration decisions.

During the System Orientation session the Business Analyst will facilitate an operational overview of Inform RMS aby demonstrating the report flow from creation to approval and case assignment

7.3.1.1 TriTech Responsibilities

a) Schedule the System Orientation meeting in accordance with the Client's availability and the Project Schedule.

b) Prepare and distribute the meeting agendas and documents for Client review or completion two weeks prior to each meeting.

c) Conduct the meetings based on the distributed agenda.

d) Document the Client's requirements and configuration specifications resulting from the System Orientation discussions.

e) Document and assign owners and due dates to any action items and track all action items to closure.

f) Document any gaps between the standard functionality of the System and functionality required by the Purchase Agreement for further analysis and discussion and/or facilitate the change control process. Client requested changes for changes beyond the scope of the Purchase Agreement will be evaluated at this phase, but will have to be evaluated for the potential impact on the Project Schedule and for additional project charges to be paid by the Client.

g) Produce a System Orientation Report with the key decisions and configuration points as a result of the System Orientation.

h) Prepare and submit a TCR upon completion of relevant activities.

7.3.1.2 Client Responsibilities

a) Coordinate with participating agencies to provide adequate facilities to comfortably hold the System Orientation to include a computer projector, whiteboards, and adequate seating. Two projectors are preferred.

b) Ensure participation of key stakeholders and decision-makers in the System Orientation process.

c) Provide subject matter experts that can explain the agency's current work flow and application processes. These persons should have the ability to make decisions regarding any changes in work flow that may arise through the use of the new Inform RMS System.

d) Provide subject matter experts that will be the RMS super users, as well as a person or persons that will be responsible for the ongoing maintenance of the RMS Code Files and configuration (RMS Administrator).

e) Provide subject matter experts that will be responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the RMS.

f) Provide subject matter experts that will be responsible for the maintenance of the agency's street centerline data.

g) Review and approve applicable TCRs.

7.3.2 Inform RMS Administration and Review Training

The Inform RMS Administration and Review Training is a hands-on course for Inform RMS System Administrators conducted once RMS is installed at the Client site. During the course, students will learn how to create users, assign roles, create RMS templates and assign workflows. Students also learn overall administration responsibilities for implementation, configuration, and maintenance of Inform RMS.

Participants include key members of TriTech's implementation team and should not exceed ten (10) core members of the Client's implementation team. The Client's team should include RMS Central and Local Administrators.

Following the training, ownership of the RMS System Build transfers to the Client. The Client will enter the balance of the Code Files, build templates, create workflows, and complete the personnel additions and registrations (not built by TriTech). The Client also becomes responsible for maintaining Code Files (personnel, Violation Codes, Property Locations, and the like) that must be continuously updated to keep the Code Files in Go-Live ready status. During this phase, the assigned TriTech Business Analyst will provide consultation services.

The Inform RMS Administration and Review Training will be up to four (4) days onsite.

7.3.2.1 TriTech Responsibilities

a) Schedule the Inform RMS Administration and Review Training in accordance with the Client's availability and the Project Schedule.

b) Prepare and distribute the meeting agenda and documents for Client review or completion to all required attendees two weeks prior to the training.

c) Conduct the meetings based on the distributed agenda.

d) Create the project checklist itemizing the tasks for completion throughout the RMS implementation.

e) Provide the Client team with a copy of the Inform RMS User and Administration Guides.

f) Prepare and submit a TCR upon completion of the training.

7.3.2.2 Client Responsibilities

a) Coordinate with participating agencies to provide adequate facilities to comfortably hold the training activities.

b) Ensure participation of the appropriate personnel.

c) Continue the code file building activities after completion of this training.

d) Review and approve the applicable TCR.

7.3.3 Inform RMS Base System Build

After completion of the Inform RMS Administration and Review Training, it is the responsibility of the Client to assume ownership of building and maintaining the RMS templates, personnel, and roles.

This will be an iterative process throughout the implementation of RMS building upon knowledge learned through each training class and workshop. The assigned TriTech Business Analyst will work with the Client to start and supervise the initial Code File building process during the workshops. The Client will be actively involved and responsible for the Code File configuration process throughout the project.

TriTech will deliver the Inform RMS System with the base NCIC Codes. The Client is responsible for building and maintaining the System Codes, Personnel, Property Locations, and Violation Codes (including local ordinances). The TriTech Business Analyst will begin the System Build with a base of 50 personnel entered in to the system. The Client is responsible for the remaining Personnel data being entered and maintained.

> **Note:** It is the responsibility of the client to complete the UCR mapping to the violation codes.

Validation through the implementation allows for the continual review and updating of the Code File setup while limiting the risk of rework. This task is considered to have been completed when the Business Analyst has.

7.3.3.1 TriTech Responsibilities

a) Monitor and evaluate the System build throughout the implementation and provide guidance as needed.

7.3.3.2 Client Responsibilities

a) Provide timely input and updates to the Templates, Workflows, Users, Roles, and System codes.

b) Continue building the Templates, Workflows, Users, Roles, and System Code Files (those not built by TriTech) through completion.

7.3.4 Inform RMS Workshops

After the Inform RMS Administration and Review Training has been completed, the TriTech project team will conduct one or more Inform RMS workshops either remotely or at the Client site. This session is intended to be an extension to the Inform RMS Administration Training for more complex implementations and multi-jurisdictional agencies as specified in the contract. Each Inform RMS workshop will be up to three (3) days onsite. An example of workshops would be Template/Workflow and RMS Modules. If the Project includes multiple Workshops, they may or may not be scheduled to occur over consecutive weeks.

The Project includes:

> Two (2) Inform RMS Workshops

7.3.4.1 TriTech Responsibilities

a) Schedule the Inform RMS Workshop in accordance with the Client's availability and the Project Schedule.

b) Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.

c) Conduct the meetings based on the distributed agenda.

d) Prepare and submit a TCR upon completion of the workshop.

7.3.4.2 Client Responsibilities

a) Coordinate with participating agencies to provide adequate facilities to comfortably hold the training activities.

b) Ensure participation of the appropriate personnel.

c) Continue the code file building activities after completion of this training.

d) Review and approve the applicable TCR.

7.3.5 Inform RMS Output Designer Workshop

The TriTech project team will conduct the three (3) day Inform RMS Output Designer Workshop at least 6-8 weeks upon completion of the Template workshop. TriTech recommends the RMS templates should be 85-90% complete prior to this workshop to prevent rework on the form outputs. This session is intended for creating custom form outputs using Microsoft SQL Server Reporting Services (SSRS), which can be accessed from the Inform RMS Web UI Data Entry Templates. Using the Inform RMS Output Designer application utility, attendees will learn to generate a dataset based on the Inform RMS Module template, utilizing SSRS to customize the output based off a pre-defined default output report. Attendees will also learn how to configure the templates to use the custom form output within the Inform RMS Web Data Entry Designer tool.

This is an advanced Workshop and attendees must have prior experience using SSRS. TriTech will not provide training on SSRS. This Workshop will be up to three (3) consecutive days with a class size limitation of three students.

7.3.5.1 TriTech Responsibilities

e) Schedule the Workshop in accordance with the Client's availability and the Project Schedule.

f) Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.

g) Conduct the meetings based on the distributed agenda.

h) Prepare and submit a TCR upon completion of the Workshop.

7.3.5.2 Client Responsibilities

a) Provide workstations with Inform RMS Client UI and Web UI installed.

b) Coordinate with participating agencies to provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.

c) Ensure participation of the appropriate personnel.

d) Continue the Output Designer activities after completion of this training.

e) Review and approve the applicable TCR.

7.3.6 Inform RMS Validation and Readiness Workshop (All agency participation)

Once a majority of the code files have been completed by the client, a Validation and Readiness workshop is conducted for all involved agencies. The Validation and Readiness workshop for Inform RMS will be four (4) days and will be held at one of the Client's facilities on the Client's system hardware after it has been configured by TriTech. This Validation and Readiness Workshop will be held only once for all five (5) participating agencies.

The Inform RMS Validation and Readiness workshop will review the completeness of the code files in the Client's system, review system functionality, review response areas and response plans, and conduct an overall system readiness assessment. This session will also provide a forum for the Client agencies to discuss any final workflow questions or issues prior to their respective End User Training.

7.3.6.1 TriTech Responsibilities

a) Schedule the Inform RMS Validation and Readiness workshop in accordance with the Client's availability and the Project Schedule.

b) Prepare and distribute the meeting agendas to all required attendees a week prior to each meeting.

c) Conduct the workshop based on the distributed agenda.

d) Review code files for completeness.

e) Review system functionality.

f) Review response Areas and response plans.

g) Perform an overall system readiness assessment to include a standard TriTech set of scenario based testing.

h) Prepare and submit a TCR upon completion of the Inform RMS Validation and Readiness workshop and upon delivery of the trip report to the Client.

7.3.6.2 Client Responsibilities

a) Coordinate with participating agencies to provide adequate facilities to comfortably hold the Inform RMS Validation and Readiness workshop to include an overhead projector. Inform RMS workstations for each participant are required.

b) Provide subject matter experts that can examine call flow. These persons should have the ability to make decisions regarding any changes in call flow that may arise.

c) Provide participants that are versed with the ability to adjust the configurations, or Code Files if the need arises.

d) Provide participants that will be responsible for the maintenance of the agency's street centerline data.

e) Ensure participation of key stakeholders and decision-makers in the Inform RMS Validation and Readiness workshop.

f) Observe the change control process for any requested software changes.

g) Review and approve the applicable TCRs.

7.3.7 Inform RMS Data Conversion

This Project includes a one-time conversion of the data from three (3) legacy databases into Inform RMS. These sources are:

> Refer to the Functional Design Document (FDD) for the above noted conversion. It contains details on the planned approach, data fields that will be converted into Inform RMS and assumptions.

7.3.7.1.1 TriTech Responsibilities

a) Perform an analysis of the legacy data, provided by the Client.

b) Collaborate with the Client in defining the data mapping, as well the resolution of the duplicate names.

c) Provide an Operational Scenario Document (OSD) prior to developing the scripts for the data conversions.

d) Create the necessary scripts for the data transfer.

e) Perform the initial data conversion and import for review by the Client.

f) Perform the final data conversion and import into the Inform RMS.

g) Prepare and submit the applicable TCRs.

7.3.7.1.2 Client Responsibilities

a) Extract and scrub the legacy data, and deliver it to TriTech in SQL format within thirty (30) days from the date of Inform RMS System Orientation.

b) Provide a data dictionary to define all elements of the legacy data.

c) Assist TriTech with data mapping exercise.

d) Review, provide feedback and approve the OSD document prior to performing the data conversion.

e) Review and approve (or provide feedback, detailing the required corrections) for the interim data conversion delivery within ten (10) days of receiving.

f) Review and approve (or provide feedback, detailing the required corrections) the final data conversion delivery within ten (10) days of the final conversion.

g) Provide a secure and reliable network connection.

h) Review and approve the applicable TCRs.

7.3.8 Inform RMS Training

> **Note:** Training classes are conducted based on the quantities that are specified in the Purchase Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Purchase Agreement.

Inform RMS Training classes are conducted on consecutive weekdays (Tuesday-Friday) during business hours. Alternate training schedules (multiple classes per day, evening, and weekend classes) will be subject to additional charge. Training classes will only be delivered after the Inform RMS Validation and Readiness Workshop has been completed.

Descriptions of classes are provided below.

7.3.8.1 TriTech Responsibilities (for all Inform RMS Classes)

a) Conduct a training orientation via conference call between the assigned TriTech Training personnel and the designated Client representative. The objective of this session is to define the Training Schedule, based on the configurations of the Subsystem.

b) Schedule the Inform RMS Training class(es) in accordance with the Client's availability and the Project Schedule.

c) Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.

d) Develop and provide the Inform RMS Training Plan for all licensed product options to the Client.

e) Conduct the training session(s) for the licensed product options on a mutually agreed to schedule.

f) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

7.3.8.2 Client Responsibilities (for all Inform RMS Classes)

a) Participate in the training orientation by providing a decision maker that can articulate the specific business practices that have been used in guiding the build of the Client's System.

b) Coordinate with participating agencies to provide adequate facilities for the execution of the training to include adequate seating for each workstation and an overhead projector.

c) Provide a Local RMS Administrator for each class that can answer agency specific questions as related to the build of the Client's system.

d) Review and approve the applicable TCRs.

7.3.8.3 Inform RMS User Training – Records

The Inform RMS User Training for Records is a hands-on course that prepares the students to add, edit, and modify Incident, Arrest, Custody, Crash, Citation, Field Interviews, Pawn, Permits and Licensing, and other Event reports. This class also instructs users on how to search crime report records easily and efficiently. Students learn how to maintain State-reportable UCR/NIBRS reports. This class is recommended for all

personnel responsible for the day-to-day records data entry and maintenance of all departmental reports. This three-day course prepares a core set of end users to use Inform RMS.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the internal structure of the Records Department and departmental policies and procedures. 3) An understanding of how the Records Department interacts with Dispatch and Patrol.

7.3.8.4 Inform RMS User Training – Field Officers

The Inform RMS User Training for Field Officers session is a hands-on three-day course. This course trains students to use Inform RMS and includes instructions on how to create and submit Incident, Arrest, Field Interview, Citation, and Crash reports through the workflow process. For the train-the-trainer portion of the class, TriTech prepares selected Client personnel to train other end users on Inform RMS. The goal is to prepare these personnel to apply TriTech's training concepts to train field users on Inform RMS.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and reporting procedures. 3) An understanding of how Patrol interacts with the Records Department and Dispatch.

7.3.8.5 Inform RMS Property and Evidence Training

The Inform RMS Property and Evidence training is a hands-on three-day course for personnel responsible for entering, updating, and maintaining evidence records, tracking tow/impounds, and providing written notification for property or impounds. Students learn how to search evidence records, manage evidence items, create item barcodes, and use barcoding for inventory evidence. Training should be conducted directly with the Evidence Technicians at the agency's Evidence room.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to maintaining Evidence. 3) A thorough understanding of how each of the Agency's Evidence locations are laid out and used.

7.3.8.6 Inform RMS User Training – Investigations Training

The Inform RMS User Training - Investigations is a hands-on three-day course for Case Managers, Investigative Supervisors, and Investigators (Detectives). Students learn how to assign cases for investigation and track their progress, add case supplements/case materials, create incident supplements, arrests, and update cases as needed. Students will also learn how to add, edit, and search intelligence records, create an RMS case from intelligence data (if applicable), and use the Intelligence Master Index. Training should be conducted directly with detectives that can train other detectives at their agency; this helps ensure proper workflows are discussed and configured.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to Case Management, Investigations, and the management of Intelligence data (if applicable).

7.3.8.7 Inform RMS Report Writing Training

The Inform RMS Report Writing Training is a hands-on course that will prepare students to create, modify, and run reports on data within the Inform RMS application. Students will learn how to use the Reporting module within Inform RMS, as well as how to create new Custom Reports using Database Model Views. This three (3) day class is recommended for all personnel that will utilize the provided reporting tools to extract data from the Inform RMS.

Training classes will be conducted between Tuesday and Friday. The number of students attending the User Training course will be limited to no more than ten (10) students per class.

Prerequisites: 1) Completion of Inform RMS Training. 2) Basic understanding of computers and the Microsoft Windows Environment. 3) Understanding of Department Reporting requirements.

7.4 Inform RMS System Integration Testing (SIT)

In preparation for Go Live, TriTech and the Client will conduct a one day SIT based on a number of scenarios that test the records management process. These scenarios involve the Subsystems and Interfaces that are scheduled to Go Live with Inform RMS and can be tested in the pre-production environment. A small group of the Client staff (1-2 Records staff and field users) should participate in this test with TriTech. TriTech will work with the Client on defining a set of test scenarios that test the system based on the Client's practices. It is recommended that the Client utilizes sample calls from their legacy System. These scenarios must be signed off prior to commencement of the SIT. At the successful completion of SIT without any issues that prevent the System to be taken Live the Client shall provide written approval that the System is ready for Go Live.

7.4.1 TriTech Responsibilities

a) Schedule A SIT with the Client.

b) Assist the Client in preparing test scenarios that can be used during this test and closely simulates the normal Client's call flow.

c) Prepare and submit a TCR to the Client documenting the tests that will be used for the SIT.

d) Participate in the SIT with the Client.

e) Prepare and submit TCRs upon successful completion of the SIT.

7.4.2 Client Responsibilities

a) Provide test scenarios that closely simulate the Client's normal call flow.

b) Participate in conducting the SIT.

c) Review and approve the applicable TCRs.

7.5 Implementation of IQ Crimeview Dashboard

The CrimeView Dashboard will be implemented through a series of standard steps and process gates.

7.5.1 Prerequisite Collection and Preparation

The Client's preparation and delivery of prerequisites to the TriTech project team is a critical gate for starting the implementation work.

7.5.1.1 TriTech Responsibilities

a) Provide a prerequisites list following the project kick-off meeting.

b) Prepare and submit a TCR upon completion of critical prerequisite collection.

7.5.1.2 Client Responsibilities

a) Configure hardware, including creation of a TriTech local administrator account on the application servers (details in *CrimeView CrimeView Appendix A – Dashboard Hardware, Software, and Related Requirements*)

b) Provide source data access information, typically including ODBC connection details, a read-only database user in each source system, installation of any necessary ODBC or other drivers on the Import Server, and delivery of data dictionaries or target table/field information where requested by TriTech.

c) Install required software on the Import Server: ArcGIS Desktop, ArcGIS VBA, TriTech Desktop application(s)

d) Provide required GIS data (details in CrimeView Appendix B)

e) Configure remote access according to TriTech's approved remote connectivity methods

f) Review and approve the applicable TCRs.

7.5.2 Application Configuration, Staging Deployment, and Initial Review

The TriTech Implementation Specialist will configure and automate the ETL (Extract, Transform, and Load) processes, including configuring connection(s) to the CAD, RMS, and/or other data sources, SQL or text file imports, data processing, geocoding, and output and transfer of data. Upon completion of this process, the Implementation Specialist will configure the Dashboard application according to the Application Specifications listed in *CrimeView CrimeView Appendix B – Dashboard GIS Data and Application* Specifications and Standard Field Lists listed in *CrimeView CrimeView Appendix C – Dashboard Standard Field Lists*. The application will then be installed in the TriTech staging environment and demonstrated to the customer for an initial review, and training dates will be scheduled during or following the demonstration.

7.5.2.1 TriTech Responsibilities

a) Configure the ETL process and Dashboard application.

b) Provide the Client with data categorization worksheets as necessary.

c) Install the application in the TriTech staging environment.

d) Schedule and conduct the Application Review Meeting.

e) Initiate Scheduling of all Dashboard Training sessions.

f) Prepare and submit a TCR upon completion of the Application Review Meeting.

7.5.2.2 Client Responsibilities

a) Respond promptly to information, data, and assistance requests from the TriTech team.

b) Complete data categorization worksheets, if required, within 5 business days of the request.

c) Work with the TriTech Project Manager to facilitate scheduling a date for the Application Review meeting.

d) Schedule the appropriate personnel from the Client's team to attend the Application Review Meeting. This review should include key stakeholders, including analysts, appropriate command staff representatives, and other potential users and subject matter experts.

e) Review and approve the applicable TCRs.

7.5.3 Installation

The TriTech Implementation Team will install the application.

7.5.3.1 TriTech Responsibilities

a) Coordinate an Installation Planning Meeting with the customer if necessary

b) Install the application in the live environment.

7.6 Dashboard Go Live & System Review

Dashboard "Go Live" occurs at the point when the Dashboard application is available to trained Administrator users. This initiates the System Review, during which the client takes responsibility for testing and data validation, and TriTech provides support and consultation.

7.6.1 System Review

Once the system is in production, one or more Administrator logins have been provided to the client, and the Administrator/Designer training has been completed, the application will be considered "live", and the System Review will begin. During the System Review, the client is responsible for reviewing the application and informing the TriTech Project Manager of any noticed or potential issues or deficiencies with the configuration or data. The System Review period will expire in 10 business days, at which point, TriTech will address all submitted items prior to Train the Trainer training.

TriTech responses to each submitted item will fall into one of the following categories:

- This item refers to something in the application or data import configuration that has been confirmed and fixed/changed.
- Further information or action from the Client is required in order to assess the item (a time window for Client action will be provided).
- This item is a result of the source query or GIS data provided by the Client and requires Client action to fix (a time window for Client action will be provided).
- This item identifies a software bug that has been submitted for review and rectification.
- This item refers to a function or known limitation of the application that lies in the application code rather than the configuration, and changes to the application code are excluded from this project.

Suggested Client Review Items:

- Presence of contracted Query Layers (example: Calls for Service, Incidents, Arrests, etc.)
  - Query Layers are listed/visible in the "What" query panel.
- Query layer data integrity and completeness:
  - Compare/confirm the number of records vs. the source database (CAD/RMS) by running identical queries in both systems.
  - Confirm the fields identified in the Statement of Work are included by viewing the data in the Table.
  - Confirm that the fields displayed in the Table contain the expected values (including codes/descriptions)
  - Review Crime/Incident/Data type categorization/symbology.
- Saved Query Completeness and Accuracy
  - Confirm the accuracy and completeness of the Saved Query picklists on the "What" query panel.
  - Perform queries and confirm that they return the expected results.
- Geocoding
  - Use Pin Map queries and/or Filter widgets to plot records on the map and spot check general accuracy to confirm the mapped location matches the address/location listed on the record.
  - Spot check the address values displayed in the Dashboard (every query layer) against the address listed in the source system/data.
- Geography and Operational Layers
  - Confirm the Geographic Query Layers identified in project planning (up to 10) are present and the proper selection values are listed on the "Where" query panel (example: "Zone 1, Zone 2, Zone 3...")
  - Confirm the Operational Layers identified in project planning (up to 5) are present and accurately reflect the GIS data provided for the project.

7.6.1.1 TriTech Responsibilities

a) Prepare and submit a "Go Live" TCR at the completion of Administrative/Designer Training

b) Notify the Client that the System Review period has begun, provide the review items listed above

c) Receive and address all items/issues submitted by the Client during the System Review

d) Prepare and submit a TCR.

7.6.1.2 Client Responsibilities

a) Complete the Suggested Client Review Items listed above.

b) Inform the TriTech Project Manager of any questions, issues, or requested configuration changes.

c) Review and approve the appropriate TCRs

7.7 Implementation of the Advanced Reporting Module

The Advanced Reporting Module will be implemented through a series of standard steps following standard application specifications.

7.7.1 Application Configuration and Deployment

The TriTech Implementation Specialist will configure the Advanced Reporting Module to display the data entities and reports as described in *CrimeView CrimeView Appendix D – Advanced Reporting Module System Requirements and Application* Specifications, and the TriTech Implementation Team will install the application.

7.7.1.1 TriTech Responsibilities

a) Coordinate an Installation Planning Meeting with the customer if necessary

b) Install the application in the live environment.

c) Prepare and submit a TCR upon completion of the installation.

7.7.1.2 Client Responsibilities

a) Coordinate assistance, as needed, from the Client Systems Administrator if the application is to be installed at the customer's premise.

b) Review and approve the applicable TCRs.

7.7.2 Advanced Reporting Module Training (Remote)

> **Note:** This training must occur within 3 weeks of completion of the Application Configuration and Deployment phase (denoted by a TCR). If the Client cannot schedule the training within this window, an alternative, equivalent delivery method such as a video or remote training will be provided. No refund or credit will be provided as a result of this change.

This TriTech instructor led class is designed for either a small group of end users or the individuals who will be responsible for formally or informally training the balance of users at the agency. The recommended class size for this training is up to 15 participants. At completion of this training, participants will be able to perform the following:

- Access and successfully log into the Advanced Reporting Module

- Navigate and view the content within the site

- Save and print standard reports from the site

- Save bookmarks and share sessions remotely

This training is 2 hours and is delivered in one remote session.

7.7.2.1 TriTech Responsibilities

a) Request a list of Client users to be licensed in the system

b) Schedule the Advanced Reporting Module training in accordance with the Client's availability and the Project Schedule.

c) Provide the Advanced Reporting Module training session for Client personnel

d) Prepare and submit TCRs upon completion of the training.

7.7.2.2 Client Responsibilities

a) Provide a list of Client users to be licensed in the system

a) Schedule appropriate personnel to attend the training.

b) Ensure participation of the appropriate personnel.

c) Provide adequate hardware, telecom, and/or other facilities for the training.

d) Review and approve the applicable TCRs.

7.8 Advanced Reporting Module Go Live & System Review

"Go Live" occurs at the point when the Advanced Reporting Module application is available to trained Advanced Reporting Module users. This initiates the System Review, during which the client takes responsibility for testing and data validation, and TriTech provides support and consultation.

7.8.1 System Review

Once one or more Advanced Reporting Module logins have been provided to the client, and the training has been completed, the application will be considered "live", and the System Review will begin. During the System Review, the Client is responsible for reviewing the application and informing the TriTech Project Manager of any noticed or potential issues or deficiencies with the configuration or data. The System Review period will expire in 10 business days, at which point, TriTech will address all submitted items and close the project.

TriTech responses to each submitted item will fall into one of the following categories:

- This item refers to something in the application or data configuration that has been confirmed and fixed/changed.
- Further information or action from the Client is required to assess the item (a time window for Client action will be provided).
- This item requires Client action to fix (a time window for Client action will be provided).
- This item identifies a software bug that has been submitted for review and rectification.
- This item refers to a function or known limitation of the application that lies in the application code rather than the configuration, and changes to the application code are excluded from this project.

Suggested Client Review Items:

- Availability of data entities, as outlined in *CrimeView CrimeView Appendix D – Advanced Reporting Module System Requirements and Application* Specifications

- Data integrity and completeness:
    - o Compare/confirm the number of records vs. the source database (CAD/RMS) by running identical queries in both systems.
    - o Confirm that the fields displayed in the Table contain the expected values (including codes/descriptions)

- Application functions
    - o Test selection and filtering functions and confirm that the displayed data and charts change appropriately as filters are applied
    - o Confirm ability to save bookmarks

o   Confirm ability to print reports

7.8.1.1 TriTech Responsibilities

e)   Prepare and submit a "Go Live" TCR at the completion of Advanced Reporting Module Training

f)   Notify the Client that the System Review period has begun

g)   Receive and address all items/issues submitted by the Client during the System Review

h)   Prepare and submit a TCR.

7.8.1.2 Client Responsibilities

d)   Complete the Suggested Client Review Items listed above.

e)   Inform the TriTech Project Manager of any questions, issues, or requested configuration changes.

f)   Review and approve the appropriate TCRs

7.9 Implementation of NEARme

NEARme will be implemented through a series of standard steps following standard application specifications.

7.9.1 Application Configuration and Deployment

The TriTech Implementation Specialist will configure NEARme to display the data entities present in the Client's CrimeView Dashboard application. Upon completion of internal testing, the server-side components application will be installed in the live environment, and the install file and reports as described in *CrimeView CrimeView Appendix D – Advanced Reporting Module System Requirements and Application* Specifications, and the TriTech Implementation Team will configure the application server-side and install it on a test computer (PC). The test PC should meet the technical requirements for NEARme and have GPS capabilities that are generally representative of what the agency's officers or deputies use in the field.

7.9.1.1 TriTech Responsibilities

d)   Coordinate GPS testing on the test PC

e)   Configure the server-side NEARme component of the CrimeView Dashboard

f)   Install NEARme on the test PC

g)   Prepare and submit a TCR upon completion of the installation.

7.9.1.2 Client Responsibilities

c)   Coordinate GPS integration testing and test installation on a test computer (PC)

d)   Review and approve the applicable TCRs.

7.9.2 NEARme Overview Training (Remote)

> **Note:** This training must occur within 3 weeks of completion of the Application Configuration and Deployment phase (denoted by a TCR). If the Client cannot schedule the training within this window, an alternative, equivalent delivery method such as a video or remote training will be provided. No refund or credit will be provided as a result of this change.

This brief TriTech instructor led class is designed for the CrimeView Dashboard Administrator and Designer users, Crime Analyst(s), and the individuals who will be responsible for formally or informally training the balance of users at the agency. The recommended class size for this training is up to 15 participants. At completion of this training, participants will be able to perform the following:

- Use the Dashboard Manager site to build and distribute NEARme themes (data views) and application packages and give users NEARme access

- Install and configure the NEARme application on user computers

- Use the NEARme application to view data, missions, and officer locations

- View mission attachments and add comments to missions

The duration of this training is 1 hour.

7.9.2.1 TriTech Responsibilities

e) Provide the NEARme install to the Client Project Manager

f) Schedule the NEARme training in accordance with the Client's availability and the Project Schedule.

g) Provide the NEARme training session for Client personnel

h) Prepare and submit TCRs upon completion of the training.

7.9.2.2 Client Responsibilities

b) Distribute the NEARme install package to the training attendees (it does not need to be installed)

e) Schedule appropriate personnel to attend the training.

f) Ensure participation of the appropriate personnel.

g) Provide adequate hardware, telecom, and/or other facilities for the training.

h) Review and approve the applicable TCRs.

7.10 NEARme Go Live & System Review

"Go Live" occurs at the point when (1) the NEARme application has been installed and successfully tested on the test PC, (2) a NEARme application package containing at least two themes configured by TriTech is available to users (confirmed on the test PC), and (3) formal or informal training has been provided. This initiates the System Review, during which the client takes responsibility for testing and data validation, and TriTech provides support and consultation.

7.10.1 System Review

Once the conditions listed above have been met, the application will be considered "live", and the System Review will begin. During the System Review, the Client is responsible for reviewing the application and informing the TriTech Project Manager of any noticed or potential issues or deficiencies with the configuration or data. The System Review period will expire in 10 business days, at which point, TriTech will address all submitted items and close the project.

TriTech responses to each submitted item will fall into one of the following categories:

- This item refers to something in the application or data configuration that has been confirmed and fixed/changed.
- Further information or action from the Client is required to assess the item (a time window for Client action will be provided).
- This item requires Client action to fix (a time window for Client action will be provided).
- This item identifies a software bug that has been submitted for review and rectification.
- This item refers to a function or known limitation of the application that lies in the application code rather than the configuration, and changes to the application code are excluded from this project.

Suggested Client Review Items:

- Ability to install and log into NEARme
- Ability to utilize "Device Location" in NEARme on GPS-enabled user PCs.
- Ability to create themes and publish NEARme application configurations in the Dashboard Manager site.
- Ability to select data themes, view and view and identify records and missions in NEARme.

7.10.1.1 TriTech Responsibilities

i) Prepare and submit a "Go Live" TCR at the completion of NEARme Training

j) Notify the Client that the System Review period has begun

k) Receive and address all items/issues submitted by the Client during the System Review

l) Prepare and submit a TCR.

7.10.1.2 Client Responsibilities

g) Complete the Suggested Client Review Items listed above.

h) Inform the TriTech Project Manager of any questions, issues, or requested configuration changes.

i) Review and approve the appropriate TCRs

7.11 Implementation of System Interfaces

7.11.1 Inform Standard Interfaces' Requirement Gathering and Configuration

The functionality and applicable configuration options for each of the TriTech Standard Interfaces are described in the Interface Requirements Documents (IRD).

A TriTech Systems Engineer will review the IRDs for each of the applicable Standard Interfaces with the Client's subject matter experts and prepare a configuration worksheet (Interface Configuration Document – ICD) detailing the parameters that will be set to meet the desired functionality for the Interface. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference. The Client is responsible for engaging the third-party vendors whose systems are being interfaced with, so that an end to end flow of the data is discussed.

TriTech Systems Engineer will configure and install the Standard interfaces on Client's system hardware. IRDs are not Client specific documents, and not subject to edits, changes, or approval. Client specific

configurations for Standard Interfaces are documented in configuration worksheets (ICD) and must be approved prior to configuration of the interface.

Installation and configuration of Standard Interfaces can only be performed by qualified members of TriTech System Engineering or Engineering teams, using proprietary tools. Any changes to the requirements of the Records Check Interface from the approved Configuration worksheet will be subject to additional cost and configuration time. Once each of the Standard Interfaces are installed and configured, they can be staged for FT.

TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third-party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Purchase Agreement.

> **Note 1:** Standard Interfaces are developed and enhanced within the TriTech product version process for TriTech software products (such as Inform CAD). Changes to standard Interfaces will require adherence to the development life cycle therein. Changes to standard Interfaces that are delivered within this life cycle will require the Client's system to be on a compatible version.

> **Note 2:** The Client's provision of Interface Requirements for Standard Interfaces is an early Project checkpoint. This information is needed to prepare the configuration sheets for Standard Interfaces. Incomplete, inaccurate or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project, since modification to Standard Interfaces are only released with a major version of Inform CAD.

> **Note 3:** Any changes to the configuration of Standard Interfaces made by the Client makes the Interface non-supportable, and all troubleshooting efforts resulted by such changes will be subject to additional cost.

> **Note 4:** The Client is responsible for any services or software needed from such Third-Party Systems to allow for interaction with the Third-Party System or for connecting to TriTech Interfaces Software in the absence of a Third Party API. TriTech is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third-party vendors, or any license fees that may be required by the third party vendors.

7.11.2 Custom Interfaces' Requirement Gathering and Configuration

A TriTech Systems Engineer will review requirements specified by the Purchase Agreement applicable to Custom Interfaces, and lead gathering detailed operational requirements within the scope of the Purchase Agreement. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference.

Once sufficient information has been gathered to describe the operational functionality of the Interface, the Systems Engineer will create Operational Scenario Documents (OSD) detailing the operation of the Interface. Client's input in detailing all relevant information regarding the operations of these interfaces and interactions with the external systems are essential to timely and accurate development of the OSDs. The completed OSDs will be provided for Client's review. This document must be approved by both the Client and TriTech prior to development. The Client will be given a TCR that the document was provided, meets the requirements and has been reviewed with the Client. The Client must review the OSD within 10 days from delivery by TriTech, and provide comments and questions back to TriTech or provide approval if no changes or edits is necessary.

The Client is responsible for obtaining the API for each of the third-party vendors that TriTech applications are interfacing with. The API must be for the version of the third-party software that TriTech will be interfacing with. The timelines for providing these documents to TriTech is concurrent with development of the OSD, so that any limitations associated with the level of integration with the third-party application can be taken into consideration.

Delays in review and approval of the OSDs can impact timely development of the interfaces, and ultimately delay the Go Live of the system. All requirement changes for Custom Interfaces after approval of the OSD shall follow the Change Management process, and may be subject to additional cost and development time.

Upon approval of the OSD the custom interfaces are developed by TriTech engineering team. Once developed, these interfaces will be installed on Client equipment and go through testing with the Client and applicable third party vendors who own and administer the vendor side of the interface.

The Client is also responsible for coordinating execution of a mutual Non-Disclosure Agreement (NDA) between the third-party vendors and TriTech before any technical information or documentation can be exchanged or testing can commence.

TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third-party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Purchase Agreement.

> **Note 1:** The Client's provision of Interface requirements for each of the Custom Interfaces is an early Project checkpoint. This information is needed to develop the OSDs for Custom Interfaces. Incomplete, inaccurate, or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project.

> **Note 2:** The Client is responsible for providing Application Programming Interface (API) documentation for the Third-Party Systems. The API must document the integration process for the level of interface integration defined by TriTech's response to the RFP. The Client is responsible for any services or software needed from such Third-Party Systems to allow for integration with the third party system.

Note 3: The scope of functionality for the custom interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note 4: High level descriptions of each of the custom interfaces in Appendix C - Custom TriTech Interfaces, will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note 5: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

Note 6: TriTech is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third party vendors, or any license fees that may be required by the third party vendors.

7.11.3 Interface Functional Testing

All Standard and Custom Interfaces are subject to Functional Testing (FT). FT for Standard Interfaces is based on a standard set of TriTech FT documents for each interface, as they are applicable to Client's configurations.

FT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FT document developed by the Systems Engineer. The test source will be the provided IRDs; therefore, all Standard Interfaces will be tested against standard, predefined TriTech FT documents. These tests have a standard format and will be sent to the Client for review prior to conducting the FT.

TriTech will repeat any failed FT test following the correction of any issues which has caused the test to fail.

7.11.3.1 TriTech Responsibilities

a) Provide the IRD to the Client for review for each of the Standard Interfaces.

b) Prepare and submit a TCR to the Client, documenting the delivery of the IRDs to the Client for Standard Interfaces.

c) Review the IRD with the Client for each of the Standard Interfaces and gather and document the configuration options for the Interface.

d) Install and Configure the Standard Interfaces based on the agreed upon configurations.

e) Gather the operational requirements for each of the Custom Interfaces and develop and OSD.

f) Provide the OSD to the Client for review and approval. (for custom interfaces only)

g) Prepare and submit a TCR to the Client, documenting Client's approval of the OSD for each of the Custom Interfaces.

h) Develop the Custom Interfaces based on the approved OSD.

i) Install and configure the Custom Interfaces.

j) Prepare and submit TCRs upon installation of the Interfaces.

k) Develop FT documents reflecting feature descriptions found within the provided and applicable OSDs.

l) Provide the FT documents to the Client for review prior to conducting the FT for each interface.

m) Provide a TCR to the Client to approve the receipt of the FT documents.

n) Assist the Client in conducting Interface Functional Testing in accordance with FT documents.

o) Prepare and Submit a TCR, documenting completion of FT including any exceptions to FT.

p) Resolve FT issues and re-run tests as required.

7.11.3.2 Client Responsibilities

a) Participate in the review of the IRDs and provide the configuration information to TriTech in a timely manner.

b) Provide the information that are necessary for development of the OSD for each Custom Interface.

c) Obtain the API for each of the third-party applications that TriTech interfaces with and provide the document to TriTech.

d) Review and approve the OSDs based on the required timelines.

e) Engage the third-party vendors in the requirement gathering, development, testing and other interface development activities.

f) Review and approve the FT documents.

g) Participate in the FT.

h) Assist TriTech in documenting FT findings and results.

i) Review and approve the applicable TCRs.

7.12 System and Subsystem Go Live

The "cut over" of each of the Inform RMS Subsystems, and Interfaces into the production environment is a highly orchestrated activity that will require a number of resources from both the Client and TriTech teams.

7.12.1 Inform RMS Go Live

Once end-user training has been completed and Inform RMS is ready to be placed into production, TriTech will assist the Client in placing the system into operation. In preparation for Go Live, TriTech will assist the Client in cleaning the training data from the Inform RMS System.

TriTech will provide the Client with a standard Go Live authorization letter that must be approved by the Client no later than 3 weeks prior to Go Live. This letter will list all the Subsystems that are scheduled for

the Go Live, and any exceptions to Go Live applications. It also memorializes the date and time of Go Live, as well as the Client's confirmation that the System and staff are ready for Go Live.

At Go Live, the TriTech and Client implementation teams will support the users in the transition to the new System. Any issues are logged and resolved through TriTech Customer Services. A more detailed Go Live plan will be provided with adequate lead time.

The duration of the Go Live support for Inform RMS and its subsystems for this project will be 2 days (to include pre and post cutover) by 2 people. Go Lives are conducted on consecutive weekdays (Monday-Friday). Go Lives that require TriTech support that begins before or extends beyond weekdays will be subject to additional charge. The breakdown of onsite Go Live Services is as follows:

Inform RMS Go Live Coverage:

> 2 people for 2 days covering single a shift during normal business hours

7.12.1.1 TriTech Responsibilities

m) Prepare and submit a Go Live authorization letter to the Client.

a) Identify the participants for the Go Live in accordance with the terms of the Purchase Agreement.

b) Have specified personnel onsite in advance of the Go Live date to begin the final inspection of the Client's system as part of the Go Live preparations.

c) Be on-site to assist the Client in placing the system into production status.

d) Assist Client staff in using the system and assist the computer operations staff in supporting the system.

e) Provide System monitoring following the actual System cut over as specified within the Purchase Agreement.

f) Prepare and submit a TCR upon first Live operation of Inform RMS.

7.12.1.2 Client Responsibilities

j) Complete Inform RMS roll out to support the Go Live date.

k) Review and approve the Go Live authorization letter no later than 3 weeks prior to each scheduled Go Live.

l) Complete all relevant end user training to support the Go Live of the Subsystems.

m) Place the software into production and begin operational use in consultation with TriTech and in accordance with the project schedule.

n) Provide adequate persons for the supervision and assisting the end users beyond the participation of the TriTech staff.

o) Provide dedicated workstations for TriTech support staff during Go Live support period.

p) Provide Client IT support to cover all Client end user and TriTech staff hours of operation.

q) Develop a process for the reporting and resolution of issues.

r) Review and approve the applicable TCR.

7.12.2 CrimeView Go Live, System Review, & Acceptance

"Go Live" for CrimeView occurs at the point when the Dashboard application is available to trained Administrator users. This initiates the System Review, during which the client takes responsibility for testing and data validation, and TriTech provides support and consultation.

7.12.2.1 CrimeView System Review

Once one or more CrimeView Administrator logins have been provided to the client, and the CrimeView Administrator/Designer training has been completed, the application will be considered "live", and the System Review will begin. During the System Review, the client is responsible for reviewing the application and informing the TriTech Project Manager of any noticed or potential issues or deficiencies with the configuration or data. The System Review period will expire in 10 business days, at which point, TriTech will address all submitted items prior to Train the Trainer training.

TriTech responses to each submitted item will fall into one of the following categories:

- This item refers to something in the application or data import configuration that has been confirmed and fixed/changed.
- Further information or action from the Client is required in order to assess the item (a time window for Client action will be provided).
- This item is a result of the source query or GIS data provided by the Client and requires Client action to fix (a time window for Client action will be provided).
- This item identifies a software bug that has been submitted for review and rectification.
- This item refers to a function or known limitation of the application that lies in the application code rather than the configuration, and changes to the application code are excluded from this project.

Suggested Client Review Items:

- Presence of contracted Query Layers (example: Calls for Service, Incidents, Arrests, etc.)
    - Query Layers are listed/visible in the "What" query panel.

- Query layer data integrity and completeness:
    - Compare/confirm the number of records vs. the source database (CAD/RMS) by running identical queries in both systems.
    - Confirm the fields identified in the Statement of Work are included by viewing the data in the Table.
    - Confirm that the fields displayed in the Table contain the expected values (including codes/descriptions)
    - Review Crime/Incident/Data type categorization/symbology.

- Saved Query Completeness and Accuracy
    - Confirm the accuracy and completeness of the Saved Query picklists on the "What" query panel.
    - Perform queries and confirm that they return the expected results.

- Geocoding

- o Use Pin Map queries and/or Filter widgets to plot records on the map and spot check general accuracy to confirm the mapped location matches the address/location listed on the record.
- o Spot check the address values displayed in the Dashboard (every query layer) against the address listed in the source system/data.

- Geography and Operational Layers
  - o Confirm the Geographic Query Layers identified in project planning (up to 10) are present and the proper selection values are listed on the "Where" query panel (example: "Zone 1, Zone 2, Zone 3...")
  - o Confirm the Operational Layers identified in project planning (up to 5) are present and accurately reflect the GIS data provided for the project.

7.12.2.1.1 TriTech Responsibilities

a) Prepare and submit a "Go Live" TCR at the completion of Administrative/Designer Training

b) Notify the Client that the System Review period has begun, provide the review items listed above

c) Receive and address all items/issues submitted by the Client during the System Review

d) Prepare and submit a TCR.

7.12.2.1.2 Client Responsibilities

a) Complete the Suggested Client Review Items listed above.

b) Inform the TriTech Project Manager of any questions, issues, or requested configuration changes.

c) Review and approve the appropriate TCRs

7.12.2.2 CrimeView Acceptance

The CrimeView Dashboard application will be considered Accepted upon completion of the System Review.

7.1 System Soak Period

Beginning on the date of Go Live at each of the four Designated Locations, the Client shall utilize the System for a fifteen (15) consecutive day period (the "Soak Period") in order to verify operational functionality in a live environment. In the event that a Critical Priority or an Urgent Priority Software Error (as those terms are defined in the Software Support Agreement) occurs during the Soak Period, TriTech shall commence actions in accordance with the Software Support Agreement to resolve the reported Critical Priority or Urgent Priority Software Error. If a Critical Priority or Urgent Priority Software Error occurs during the Soak Period, the Soak Period will be restarted from day one (1) once TriTech has provided a resolution in accordance with the Software Support Agreement.

7.2 System Soak Period

Beginning on the date of Go Live at each of the four Designated Locations, the Client shall utilize the System for a fifteen (15) consecutive day period (the "Soak Period") in order to verify operational

functionality in a live environment. In the event that a Critical Priority or an Urgent Priority Software Error (as those terms are defined in the Software Support Agreement) occurs during the Soak Period, TriTech shall commence actions in accordance with the Software Support Agreement to resolve the reported Critical Priority or Urgent Priority Software Error. If a Critical Priority or Urgent Priority Software Error occurs during the Soak Period, the Soak Period will be restarted from day one (1) once TriTech has provided a resolution in accordance with the Software Support Agreement.

.

7.2.1.1 TriTech Responsibilities

a) Document the start of the System Soak Period upon Go Live of the Subsystem in a TCR.

b) Address any System Soak Period issues that are reported during this test period.

c) Document other issues that are not considered "Final Acceptance" issues to be addressed as part of the support and maintenance of the Subsystem.

d) Provide the appropriate TCR to document the Final Acceptance of the System.

7.2.1.2 Client Responsibilities

a) Report issues when they develop.

b) Review and approve the applicable TCRs.

8 PROJECT CLOSURE

When all pre and post go live project deliverables have been completed, Project Closure activities will take place. Support of the System and Subsystems are transitioned to TriTech's Customer Services Group. Any remaining Project related administrative tasks are completed by TriTech and Client. Project documentation is archived and primary Client interaction is officially handed over from the TriTech Project Manager to the TriTech Account Manager.

8.1 System Transition

Following Go Live, there is a transition period where the Client moves from the implementation team to the support team. This transition will change the Client's primary point of contact from the Project Manager back to the Account Manager. Software support will be handled through the Customer Services Group. The Client's issues will be entered, tracked, and managed via a computerized and web-enabled issues tracking system. This tracking system will become available to the Client at system installation.

8.1.1.1 TriTech Responsibilities

a) Provide payment reconciliation, final TCRs and final invoices.

b) Transition the TriTech point of contact from the Project Manager to the Account Manager and Customer Support Services Department.

c) Provide continued support based on terms of Purchase Agreement.

8.1.1.2 Client Responsibilities

a) Provide approval of Project TCRs within five (5) business days.

b) Provide payment reconciliation and payment of final invoices.

9 APPENDIX A - CONTRACTED MODIFICATIONS TO STANDARD TRITECH SOFTWARE PRODUCTS

Note: Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

List of Product Modification OSDs:

There are no product modifications proposed for this project.

10 APPENDIX B - STANDARD TRITECH INTERFACES

Note: The scope of functionality for these Standard interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

10.1 Standard Interfaces for Each Environment

The following sections list the Standard Interfaces that are included in this Purchase Agreement. If not explicitly listed, the interface will not be installed and supported in the specific environment.

10.1.1 Production Environment:

a) None Proposed

10.1.2 Disaster Recovery Environment:

a) None proposed

10.1.3 Test Environment:

a) None proposed

10.2 NCIC State Message Switch

. The Standard NCIC/State Message Switch Solution includes the following Connections, Transactions, and Query Builder Feature (Optional Purchased Feature):

10.2.1 Connections

10.2.1.1 Inform RMS

10.2.1.1.1 Standard Connections for Inform RMS

The following standard connections will be included in the project, subject to applicable access

a) State Justice Switch for State/NLETS/NCIC transactions

10.2.1.1.2 Custom Connections for Inform RMS

Custom connections allow the ability to access additional records management systems, warrant/court systems, or other accessible external databases.

Custom connections included in this Purchase Agreement:

a) No Custom Connections are included as part of this Purchase Agreement

10.2.2 Transactions

10.2.2.1 Standard State/NLETS/NCIC Connection Transactions

The following standard transactions will be included in the project, subject to applicable access (State switch access in most States and County access in California). These standard queries can be performed via Inform RMS.

a) The following Standard State transactions are supported:

Category	Message Key	Transaction Name
Person	QH	III Criminal History Record Inquiry
Person	QR	Full III Criminal History Record Inquiry
Article	QS	Single Security Inquiry
Vehicle	QV	Stolen or Felony Vehicle Inquiry
Person	QW	Wanted Person Inquiry
AdminOther	QII	Image Inquiry
Vehicle	LE	Stolen Vehicle Recovery Network Notification
Person	IAQ	NLETS Immigration Alien Query
Gun	CWQ	NLETS Concealed Weapons Permit Query
Person	FQ	NLETS Full Criminal History Query
Person	IQ	NLETS Criminal History Identity Query
Vehicle	GQ	Query Aircraft Registration
AdminOther		Free Form NLETS Transaction

Vehicle	VQ	NLETS Canadian Vehicle File Query
Person	WQ	NLETS Canadian Person File Query
Vehicle	XQ	NLETS Canadian Vehicle Registration Query
AdminOther	TQ	ORION File Query
Vehicle	MQ	Hazardous Materials Query
Vehicle	SQ	NLETS Snowmobile Registration Query
Vehicle	BQ	Query Boat Registration
Person	DNQ	NLETS Driver History Query By Name Only
Person	DQG	NLETS Regional Driver Record Query
Person	DQ	NLETS Driver Record Query
Person	KQ	NLETS Driver History Query
Vehicle	RNQ	NLETS Vehicle Registration Query By Name Only
Vehicle	RQG	NLETS Regional Vehicle Registration Query
Vehicle	RQ	NLETS Vehicle Registration Query
Person	UQ	NLETS Canadian Driver Record Query

b) For new State implementations that TriTech has not yet developed Standard Transactions, the Client is responsible for providing State documentation for review by TriTech Product Management to identify standard state transactions.

- o State DMV/NLETS Driver Record Inquiry by Name/Date of Birth (DOB) or Drivers License Number (OLN). (Also includes "super queries" provided by some states to query multiple state/NLETS/NCIC databases from a single inquiry transaction)
- o State NCIC Wanted Person Query by Name/Date of Birth or Drivers License
- o State DMV/NLETS Vehicle Registration Record Inquiry by License Plate or VIN
- o State and NCIC Stolen Vehicle Inquiry
- o NCIC Firearms Inquiry by Serial Number
- o NCIC Article Inquiry by Serial Number

c) The following responses are supported for parsing local Person and Vehicle state transactions. Parsing of returns is applicable if Client is using Inform RMS and transactions are already defined.

- o No standard parsing transactions

> **Note:** None of above queries include record entry, modification or update (Cancel, Clear, Locate) transactions. This functionality is available only if **Query Builder** is purchased and the customer builds the queries or TriTech develops the query. Reference Custom Transactions section.

> **Note:** Above queries are included as long as they can run against Standard Connections, or Custom connections specified by the Purchase Agreement.

d) The following queries can be run from any system that is integrated with the TriTech Message Switch (TTMS).

- o Standard Inform RMS Connection Queries
    - Person by Name or Driver's License Number
    - Vehicle by License Plate or VIN
    - Article
    - Location

10.2.2.2 Custom Transactions

Custom transactions can be developed or performed via Inform CAD Records Check Client, Inform RMS Inline transactions, and Inform Mobile Query screens only. For an additional cost, custom PowerLine commands can be developed for these transactions in Inform CAD.

Examples of custom transactions include, but are not limited to the following:

a) Boat, aircraft, or ATV/snowmobile queries

b) Restraining Order or Criminal History queries

c) Administrative messages

d) Entry Transactions

e) Modify Transactions (modify existing records)

f) Update Transactions (Clear, Cancel, Locate)

g) Queries against records accessed through custom connections.

Custom connections included in this Purchase Agreement:

a) No Custom Connections are included as part of this Purchase Agreement

10.2.3 Client Responsibility

a) Client to communicate with the State to ensure compliance with any required documentation, certification, and applications they must submit, the timelines involved, and define any deliverables from TriTech that may be required to complete implementation.

b) Client to have a subject matter expert (SME) in connectivity to the state or any external connection.

c) Client to have a subject matter expert (SME) in operational workflow and expected results from the state or any external connection.

d) Client to establish connectivity to the state or any external connection for testing and production operations.

e) Client to obtain valid ORI's and/or Mnemonics for testing and production operations.

10.2.4 TriTech Responsibility

a) TriTech will install and configure the TTMS solution and the components to support the TriTech systems (Inform RMS).

b) TriTech will provide Query Builder (if purchased) training with the client's State and/or external connection SME.

c) TriTech will configure any final changes to support Go Live.

11 APPENDIX C - CUSTOM TRITECH INTERFACES

> **Note:** The Client is responsible for providing Application Programming Interface (API) documentation to these Third-Party Systems that document the integration process for the level of interface integration defined by TriTech's response to the RFP. The Client is responsible for any services or software needed from such Third-Party Systems to allow for interaction with the Third Party System API or for connecting to TriTech Interfaces Software in the absence of a Third Party API.

> **Note:** The scope of functionality for these custom interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

> **Note:** High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

> **Note:** The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

11.1 Custom Interfaces for Each Environment

The following sections list the Custom Interfaces that are included in this Purchase Agreement. If not explicitly listed, the interface will not be installed and supported in the specific environment.

List of Project's Custom Interfaces (OSDs to be provided):

11.1.1 Production Environment:

a) One (1) Brazos eCitation Interface

b) One (1) Caselle Courts Interface

11.1.2 Disaster Recovery Environment:

a) None proposed

11.1.3 Test Environment:

a) None proposed

12 APPENDIX E - SUBCONTRACTOR(S) STATEMENT(S) OF WORK

No subcontractors are included in this proposal.

13 CRIMEVIEW APPENDIX A – DASHBOARD HARDWARE, SOFTWARE, AND RELATED REQUIREMENTS

NOTE: All hardware and software provided by the Client must be solely dedicated for the CrimeView Dashboard application unless approved in writing by the TriTech Project Manager.

13.1.1.1 Client Hardware

a) Import Server

1. CPU: Quad-core processor, 1.8 GHz or faster
2. 8 GB RAM
3. RAID 1 disk configuration using two (2) 146GB 15K RPM SAS disk drives
4. 1000Mb Network Card
5. Windows Server 2008, 2008 R2, 2012, or 2012 R2 (upon compatibility with ESRI's ArcGIS software)
6. Local administrator account provided to TriTech
7. A static external IP address: this is a security requirement in order to transmit data to the TriTech Cloud
8. Web access to https://extractor.omegagis.com

b) End User Workstations

1. Windows
    i. 2 GB RAM
    ii. Processor: 1.8 GHz or faster
    iii. Minimum monitor resolution: 1280 x 1024 px
    iv. 100/1000Mb network card
    v. Windows: Vista, 7, 8, 9, or 10
    vi. Internet Explorer 7 or later
    vii. Microsoft Silverlight 5 or later

2. Macintosh (Intel-based)
    i. 2 GB RAM
    ii. Processor: 1.83 GHz or faster
    iii. Minimum monitor resolution: 1280 x 1024 px
    iv. 100/1000Mb network card
    v. Safari
    vi. Microsoft Silverlight 5 or later

13.1.1.2 TriTech Provided Software

    a) TriTech ETL Tools: Import Wizard, etc.

13.1.1.3 Client Provided Software

    a) ArcGIS Desktop 10.0 - 10.4 – Basic License (formerly ArcView)

    b) ArcGIS Desktop VBA Resources for Developers (no cost license only)

14 CRIMEVIEW APPENDIX B – DASHBOARD GIS DATA AND APPLICATION SPECIFICATIONS

14.1.1 GIS Data Specifications

a) Boundary and Landmark Features

> The client shall provide files of relevant boundaries and landmarks within the area of interest. Typical features include:
>
> > i. Boundaries and jurisdictions such as beats and reporting districts
> >
> > ii. Landmark information such as schools, parks, and other locations of interest

b) Geocoding Reference Data

> The client is responsible for providing accurate Geocoding Reference Data in a GIS format that will be used to generate a geocoding service. Reference data may consist of street centerlines, address points, parcels, points of interest, or other GIS features referenceable in the data to be geocoded. The quality of geocoding (placement of records on the map) will be dependent upon the quality, completeness, and consistency of the Geocoding Reference Data and the consistency of location/feature names and references between the Geocoding Reference Data and the CAD, RMS, or other data being geocoded.

c) Map Caches

> The CrimeView Dashboard supports the use of one or more map caches, which serve as the background map(s) for the application. ESRI's ArcGIS Online maps are the current default map caches for the application's background layers, and at its sole discretion, TriTech may replace one third party map cache source for another third party map cache. The client may provide map caches for the application if the following requirements are met:
>
> > i. Caches must be built using the Web Mercator Auxiliary Sphere (102100 or 3857) projection.
> >
> > ii. If multiple caches will be used in the Dashboard, the zoom levels must match between caches.
> >
> > iii. The caches must be accessible by URL to all intended end-users and to the location of the Dashboard web server.
> >
> > iv. The client is responsible for maintaining the map cache(s) and assuring availability and accessibility.
> >
> > v. The cache site may be required to reside in an SSL website.

14.1.2 Application Specifications

a) Data History

> The Dashboard will include a rolling thirty-six (36) months of historical data for each dataset.

b) Widgets

Each widget presents data in based on the query/selection configured for it by the agency. Widgets can be added, deleted, and modified by administrator or designer users and are updated automatically up to four times per day. A total of 400 widgets are licensed with the Dashboard, and more may be added at an additional cost.

c) Briefing Books

Briefing books are role-oriented containers that store up to 10 pages of widgets at a maximum of 6 widgets per page. Briefing books can be configured by the Client agency's users as standard functionality. A total of 25 briefing books are licensed with the Dashboard, and TriTech will configure up to 2 standard briefing books to serve as initial content or templates for the Client.

d) Symbology

All applications include standard TriTech symbology for each data source.

e) Operational Layers

An operational layer represents a set of geographic features, typically boundaries or landmarks, that can be displayed on top of the base geography. TriTech will configure up to five (5) operational layers.

f) Saved Queries

Saved Queries are a set of pre-defined data queries organized in folders. Data queries are based on data available from the RMS or CAD system and vary in design from one application to another. TriTech will configure Saved Queries for the fields designated in CrimeView Appendix C where code/description lookup tables are available either by provision from the customer or in the source database. Each Saved Query group will query one field within the data, and a maximum of five hundred (500) total saved query pick list items will be provided per designated field.

g) Geographic Queries

Geographic queries filter data query by location, a known boundary, point of interest, address or intersection. This will limit search results to those records occurring within the selected boundary or within the specified radius of the point of interest, address or intersection. TriTech will configure up to ten (10) geographic query layers.

h) Users

Three user types will be provided in order to utilize and administer the application:

    vi.   Three (3) Administrator logins for purposes of creating new content and managing user logins

    vii.   Unlimited Designer logins for purposes of creating and modifying content

    viii.   Unlimited Standard User logins for purposes of viewing content and creating Queries on Demand

15 CRIMEVIEW APPENDIX C – DASHBOARD STANDARD FIELD LISTS

NOTE: The system will include only the data sources listed in the **Error! Reference source not found.** section above. The lists below may reference data sources not included in this project.

Calls for Service

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	CALL NUMBER	CALL_NUM	YES			
3	CALL TYPE	CALL_TYPE	YES	YES	YES	YES
4	CALL DESC	CALL_DESC	YES		YES	YES
5	CALL DATE	CALL_DATE	YES			
6	ADDRESS	CV_ADDRESS	YES			
7	APT	APT	YES			
8	COMMON NAME	COMMON_NAME	YES			
9	AREA 1*		YES		YES	YES
10	AREA 2*		YES		YES	YES
11	AREA 3*		YES		YES	YES
12	AREA 4*		YES		YES	YES
13	PRIORITY	PRIORITY	YES	YES	YES	YES
14	DISPOSITION	DISPO_DESC	YES	YES	YES	YES
15	CALL SOURCE	CALL_SOURCE_DESC	YES	YES	YES	YES
16	SHIFT	SHIFT	YES	YES	YES	YES
17	PRIMARY UNIT	PRIM_UNIT	YES			
18	PRIMARY OFFICER	OFFICER	YES			
19	REMARKS	REMARKS	YES			
20	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Crime Incidents/Offenses

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	CASE NUMBER	CASE_NUM	YES			
3	CRIME CATEGORY	CV_LEGEND	YES	YES	YES	YES
4	NIBRS OR UCR	CRIME_DESC	YES	YES	YES	YES
5	STATUTE OR CHARGE	CHARGE_DESC	YES	YES	YES	YES
6	HIGHEST CHARGE FLAG	HIGH_CHARGE_FLAG	YES	YES	YES	YES
7	ADDRESS	CV_ADDRESS	YES			
8	APT	APT	YES			
9	AREA 1*		YES		YES	YES
10	AREA 2*		YES		YES	YES
11	AREA 3*		YES		YES	YES
12	AREA 4*		YES		YES	YES
13	COMMON NAME	COMMON_NAME	YES			
14	SPLIT DATE	SPLIT_DATE	YES			
15	FROM DATE	FROM_DATE	YES			
16	TO DATE	TO_DATE	YES			
17	REPORT DATE	REPORT_DATE	YES			
18	SHIFT	SHIFT	YES	YES	YES	YES
19	CASE STATUS	CASE_STATUS_DESC	YES	YES	YES	YES
20	CLEARANCE OR DISPO	DISPO_DESC	YES	YES	YES	YES
21	PREMISE	PREMISE_DESC	YES	YES	YES	YES
22	WEAPON	WEAPON_DESC	YES	YES	YES	YES
23	DOMESTIC VIOL	DV	YES	YES	YES	YES
24	GANG RELATED	GANG	YES	YES	YES	YES
25	ALCOHOL RELATED	ALCOHOL	YES	YES	YES	YES
26	PRIMARY OFFICER	OFFICER	YES			
27	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Arrests

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	ARR NUMBER	ARREST_NUM	YES			
3	CASE NUMBER	CASE_NUM	YES			
4	PERSON NAME	FULL_NAME	YES			
5	ALIAS NAME	ALIAS	YES			
6	STATUTE OR CHARGE	CHARGE_DESC	YES	YES	YES	YES
7	NIBRS OR UCR	CRIME_DESC	YES	YES	YES	YES
8	CV_LEGEND	OMEGA CRIME TYPE	YES	YES	YES	YES
9	ARR DATE	ARR_DATE	YES			
10	ARR LOCATION	ARR_ADDRESS	YES			
11	APT	APT	YES			
12	AREA 1*		YES		YES	YES
13	AREA 2*		YES		YES	YES
14	AREA 3*		YES		YES	YES
15	AREA 4*		YES		YES	YES
16	ARR TYPE	ARR_TYPE_DESC	YES			
17	SEX	SEX	YES	YES	YES	YES
18	RACE	RACE	YES	YES	YES	YES
19	ETHNICITY	ETHNICITY	YES	YES	YES	YES
20	AGE	AGE	YES	YES	YES	YES
21	DOB	DOB	YES			
22	HEIGHT	HEIGHT	YES			
23	WEIGHT	WEIGHT	YES			
24	HAIR	HAIR	YES			
25	EYES	EYES	YES			
26	SCARS MARKS TATS	SMT	YES			
27	DRIVERS LICENSE	LICENSE	YES			
28	HOME LOCATION	HOME_ADDRESS	YES			
29	PRIM ARR OFFICER	OFFICER	YES		YES	YES
30	MUG SHOT	MUG_SHOT	YES			
33	PRIMARY KEY	PRIMARY_KEY	YES			
34	HIGH_CHARGE_FLAG	HIGH_CHARGE_FLAG	YES	YES	YES	YES

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Field Interviews

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	FI NUMBER	FI_NUM	YES			
3	REASON	REASON_DESC	YES	YES	YES	YES
4	PERSON NAME	FULL_NAME	YES			
5	ALIAS NAME	ALIAS	YES			
6	FI DATE	FI_DATE	YES			
7	FI ADDRESS	CV_ADDRESS	YES			
8	APT	APT	YES			
9	AREA 1*		YES		YES	YES
10	AREA 2*		YES		YES	YES
11	AREA 3*		YES		YES	YES
12	AREA 4*		YES		YES	YES
13	SEX	SEX	YES	YES	YES	YES
14	RACE	RACE_DESC	YES	YES	YES	YES
15	ETHNICITY	ETHNICITY	YES	YES	YES	YES
16	AGE	AGE	YES	YES	YES	YES
17	DOB	DOB	YES			
18	HEIGHT	HEIGHT	YES			
19	WEIGHT	WEIGHT	YES			
20	EYES	EYES	YES			
21	HAIR	HAIR	YES			
22	SCARS MARKS TATS	SMT	YES			
23	DRIVERS LICENSE	LICENSE	YES			
24	GANG NAME	GANG_NAME	YES		YES	YES
25	CASE NUMBER		YES			
26	PRIMARY OFFICER	OFFICER	YES			
27	COMMENTS	COMMENTS	YES			
28	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Citations

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	CIT NUMBER	CIT_NUM	YES			
3	CASE NUMBER	CASE_NUM	YES			
4	PERSON NAME	FULL_NAME	YES			
5	ALIAS NAME	ALIAS	YES			
6	CIT TYPE	CIT_TYPE_DESC	YES	YES	YES	YES
7	STATUTE	STATUTE_DESC	YES	YES	YES	YES
8	CIT DATE	CIT_DATE	YES			
9	ADDRESS	CV_ADDRESS	YES			
10	APT	APT	YES			
11	AREA 1*		YES		YES	YES
12	AREA 2*		YES		YES	YES
13	AREA 3*		YES		YES	YES
14	AREA 4*		YES		YES	YES
15	SEX	SEX	YES	YES	YES	YES
16	RACE	RACE_DESC	YES	YES	YES	YES
17	ETHNICITY	ETHNICITY	YES	YES	YES	YES
18	AGE	AGE	YES	YES	YES	YES
19	DOB	DOB	YES			
20	HEIGHT	HEIGHT	YES			
21	WEIGHT	WEIGHT	YES			
22	HAIR	HAIR	YES			
23	EYES	EYES	YES			
24	SCARS MARKS TATS	SMT	YES			
25	DRIVERS LICENSE	LICENSE	YES			
26	PRIMARY OFFICER	OFFICER	YES			
27	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Traffic Collisions

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	ACC NUM	ACCIDENT_NUM	YES			
3	COLLISION DESC	COLLISION_DESC	YES	YES	YES	YES
4	ACC DATE	ACCIDENT_DATE	YES			
5	ADDRESS	CV_ADDRESS	YES			
6	APT	APT	YES			
7	INTERSECTION	CV_INTERSECTION	YES			
8	AREA 1*		YES		YES	YES
9	AREA 2*		YES		YES	YES
10	AREA 3*		YES		YES	YES
11	AREA 4*		YES		YES	YES
12	CAUSE DESC	CAUSE_DESC	YES	YES	YES	YES
13	INJURY	INJURY	YES	YES	YES	YES
14	FATALITY	FATALITY	YES	YES	YES	YES
15	SPEED RELATED	SPEED_RELATED	YES	YES	YES	YES
16	ALCOHOL RELATED	ALCOHOL_RELATED	YES	YES	YES	YES
17	PED RELATED	PED_RELATED	YES	YES	YES	YES
18	HIT & RUN	HIT_RUN	YES	YES	YES	YES
19	WEATHER	WEATHER	YES		YES	YES
20	TRAFFIC CONTROL	TRAFFIC_CONTROL	YES		YES	YES
21	PRIMARY OFFICER	OFFICER	YES			
22	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Warrants

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	WARRANT NUMBER	WARRANT_NUM	YES			
3	PERSON ID	PERSON_ID	YES			
4	PERSON NAME	FULL_NAME	YES			
5	ALIAS NAME	ALIAS	YES			
6	STATUTE OR CHARGE	CHARGE_DESC	YES			
7	WARRANT TYPE	WARRANT_TYPE_DESC	YES	YES	YES	YES
8	WARRANT STATUS	WARRANT_STATUS_DESC	YES	YES	YES	YES
9	ISSUE DATE	ISSUE_DATE	YES			
10	WARRANT LOCATION	CV_ADDRESS	YES			
11	APT	APT	YES			
12	AREA 1*		YES		YES	YES
13	AREA 2*		YES		YES	YES
14	AREA 3*		YES		YES	YES
15	AREA 4*		YES		YES	YES
16	SEX	SEX	YES	YES	YES	YES
17	RACE	RACE_DESC	YES	YES	YES	YES
18	ETHNICITY	ETHNICITY	YES	YES	YES	YES
19	AGE	AGE	YES	YES	YES	YES
20	DOB	DOB	YES			
21	HEIGHT	HEIGHT	YES			
22	WEIGHT	WEIGHT	YES			
23	EYES	EYES	YES			
24	HAIR	HAIR	YES			
25	SCARS MARKS TATS	SMT	YES			
26	DRIVERS LICENSE	LICENSE	YES			
27	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Arrestees

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	ARREST NUMBER	ARREST_NUM	YES			
3	CASE NUMBER	CASE_NUM	YES			
4	PERSON NAME	FULL_NAME	YES			
5	ALIAS NAME	ALIAS	YES			
6	STATUTE OR CHARGE	CHARGE_DESC	YES	YES	YES	YES
7	NIBRS OR UCR	CRIME_DESC	YES	YES	YES	YES
8	CV_LEGEND	OMEGA CRIME TYPE	YES	YES	YES	YES
9	ARR DATE	ARR_DATE	YES			
10	HOME LOCATION	HOME_ADDRESS	YES			
11	APT	APT	YES			
12	AREA 1*		YES		YES	YES
13	AREA 2*		YES		YES	YES
14	AREA 3*		YES		YES	YES
15	AREA 4*		YES		YES	YES
16	ARR TYPE	ARR_TYPE_DESC	YES	YES	YES	YES
17	SEX	SEX	YES	YES	YES	YES
18	RACE	RACE_DESC	YES	YES	YES	YES
19	ETHNICITY	ETHNICITY	YES	YES	YES	YES
20	AGE	AGE	YES	YES	YES	YES
21	DOB	DOB	YES			
22	HEIGHT	HEIGHT	YES			
23	WEIGHT	WEIGHT	YES			
24	HAIR	HAIR	YES			
25	EYES	EYES	YES			
26	SCARS MARKS TATS	SMT	YES			
27	DRIVERS LICENSE	LICENSE	YES			
28	ARR LOCATION	ARR_ADDRESS	YES			
29	PRIM ARR OFFICER	OFFICER	YES			
30	MUG SHOT	MUG_SHOT	YES			
33	PRIMARY KEY	PRIMARY_KEY	YES			
34	HIGH_CHARGE_FLAG	HIGH_CHARGE_FLAG	YES	YES	YES	YES

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Gang Members

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	PERSON ID	PERSON_ID	YES			
3	PERSON NAME	FULL_NAME	YES			
4	ALIAS NAME	ALIAS	YES			
5	GANG NAME	GANG_NAME	YES	YES	YES	YES
6	GANG SUBSET	GANG_SUBSET	YES		YES	YES
7	GANG MEMBER RANK	GANG_RANK	YES		YES	YES
8	HOME ADDRESS	CV_ADDRESS	YES			
9	APT	APT	YES			
10	REPORT DATE	REPORT_DATE	YES			
11	WARRANT NUMBER	WARRANT	YES	YES	YES	YES
12	SEX	SEX	YES	YES	YES	YES
13	RACE	RACE_DESC	YES	YES	YES	YES
14	ETHNICITY	ETHNICITY	YES	YES	YES	YES
15	AGE	AGE	YES	YES	YES	YES
16	DOB	DOB	YES			
17	HEIGHT	HEIGHT	YES			
18	WEIGHT	WEIGHT	YES			
19	EYES	EYES	YES			
20	HAIR	HAIR	YES			
21	SCARS MARKS TATS	SMT	YES			
22	DRIVERS LICENSE	LICENSE	YES			
23	COMMENTS	COMMENTS	YES			
24	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Incident Person Involvements

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	PERSON ID	PERSON_ID	YES			
3	CASE NUMBER	CASE_NUM	YES			
4	PERSON NAME	FULL_NAME	YES			
5	ALIAS NAME	ALIAS	YES			
6	INVOLVEMENT TYPE	INVOLVEMENT_DESC				
7	STATUTE OR CHARGE (highest)	CHARGE_DESC	YES	YES	YES	YES
8	NIBRS OR UCR (highest)	CRIME_DESC	YES	YES	YES	YES
9	FROM DATE	FROM_DATETIME				
10	TO DATE	TO_DATETIME				
11	REPORT DATE	RPT_DATETIME				
12	ARR DATE	ARR_DATE	YES			
13	HOME LOCATION	HOME_ADDRESS	YES			
14	APT	APT	YES			
15	AREA 1*		YES		YES	YES
16	AREA 2*		YES		YES	YES
17	AREA 3*		YES		YES	YES
18	AREA 4*		YES		YES	YES
19	SEX	SEX	YES	YES	YES	YES
20	RACE	RACE_DESC	YES	YES	YES	YES
21	ETHNICITY	ETHNICITY	YES	YES	YES	YES
22	AGE	AGE	YES	YES	YES	YES
23	DOB	DOB	YES			
24	HEIGHT	HEIGHT	YES			
25	WEIGHT	WEIGHT	YES			
26	HAIR	HAIR	YES			
27	EYES	EYES	YES			
28	SCARS MARKS TATS	SMT	YES			
29	DRIVERS LICENSE	LICENSE	YES			
30	CASE STATUS/DISPO/CLEARANCE	CASE_STATUS	YES			
31	INCIDENT LOCATION	INC_ADDRESS	YES			
32	ARREST LOCATION	ARR_ADDRESS	YES			
33	MUG SHOT	MUG_SHOT	YES			
34	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

License Plate Reader

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	A H(
1	ACTIVITY ID	ACTIVITYID	YES			
2	AGENCY	AGENCY	YES	YES		
3	LICENSE PLATE	LICENSE_PLATE	YES			
4	LICENSE PLATE HYPERLINK	LICENSE_PLATE_HYPERLINK	YES			
5	VEHICLE HYPERLINK	VEHICLE_HYPERLINK	YES			
6	CAMERA ID	CAMERA_ID	YES			
7	CAMERA TYPE	CAMERA_TYPE	YES			
8	PRIMARY KEY***	PRIMARY_KEY	YES			
9	GEO STATUS***	Status	YES			
10	HOW GEOCODED***	iwGeoName	YES			
11	LOCAL_X	LOCATION_X				
12	LOCAL_Y	LOCATION_Y				
13	LATITUDE	LATITUDE				
14	LONGITUDE	LONGITUDE				
15	ACTIVITY_DATE	CV_ACTIVITY_DATE	YES			
16	ACTIVITY_DOW	CV_ACTIVITY_DOW	YES			
17	ACTIVITY_TIME	CV_ACTIVITY_TIME	YES			

Parolees

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	PERSON ID	PERSON_ID	YES			
3	PERSON NAME	FULL_NAME	YES			
4	ALIAS NAME	ALIAS	YES			
5	STATUTE OR CHARGE	CHARGE_DESC	YES	YES	YES	YES
6	HOME ADDRESS	CV_ADDRESS	YES			
7	APT	APT	YES			
8	AREA 1*		YES		YES	YES
9	AREA 2*		YES		YES	YES
10	AREA 3*		YES		YES	YES
11	AREA 4*		YES		YES	YES
12	PAR BEGIN DATE	PAROLE_DATE	YES			
13	PAR END DATE	DISCHARGE_DATE	YES			
14	PAR STATUS	PAR_STATUS_DESC	YES	YES	YES	YES
15	NARC REG	HS_REQ / NARC_REG	YES	YES	YES	YES
16	SEX_REG	PC_290 / SEX_REG	YES	YES	YES	YES
17	ARSON_REG	PC_457 / ARSON_REG	YES	YES	YES	YES
18	VIOLENT	PC_3058_RE / VIOLENT	YES	YES	YES	YES
19	PROB NARCO	PROB_NARCO	YES			
20	PROB ASSUALT	PROB_ASSUALT	YES			
21	PROB SEX	PROB_SEX	YES			
22	PROB OTHER	PROB_OTHER	YES			
23	SEX	SEX	YES	YES	YES	YES
24	RACE	RACE_DESC	YES	YES	YES	YES
25	ETHNICITY	ETHNICITY	YES	YES	YES	YES
26	AGE	AGE	YES	YES	YES	YES
27	DOB	DOB	YES			
28	HEIGHT	HEIGHT	YES			
29	WEIGHT	WEIGHT	YES			
30	EYES	EYES	YES			
31	HAIR	HAIR	YES			
32	SCARS MARKS TATS	SMT	YES			
33	DRIVERS LICENSE	LICENSE	YES			
34	PRIMARY OFFICER	OFFICER	YES			
35	MUG SHOT	MUG_SHOT	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Probationers

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	PERSON ID	PERSON_ID	YES			
3	PERSON NAME	FULL_NAME	YES			
4	ALIAS	ALIAS	YES			
5	STATUTE OR CHARGE	CHARGE_DESC	YES			
6	PROB STATUS	PROB_STATUS	YES	YES	YES	YES
7	PROB BEGIN DATE	PROB_BEGIN_DATE	YES			
8	PROB END DATE	PROB_END_DATE	YES			
9	HOME ADDRESS	CV_ADDRESS	YES			
10	APT	APT	YES			
11	AREA 1*		YES		YES	YES
12	AREA 2*		YES		YES	YES
13	AREA 3*		YES		YES	YES
14	AREA 4*		YES		YES	YES
15	SEX	SEX	YES	YES	YES	YES
16	RACE	RACE_DESC	YES	YES	YES	YES
17	ETHNICITY	ETHNICITY	YES	YES	YES	YES
18	AGE	AGE	YES	YES	YES	YES
19	DOB	DOB	YES			
20	HEIGHT	HEIGHT	YES			
21	WEIGHT	WEIGHT	YES			
22	EYES	EYES	YES			
23	HAIR	HAIR	YES			
24	SCARS MARKS TATS	SMT	YES			
25	DRIVERS LICENSE	LICENSE	YES			
26	PRIMARY OFFICER	OFFICER	YES			
27	MUG SHOT	MUG_SHOT	YES			
28	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Recovered Vehicles

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	CASE NUMBER	CASE_NUM	YES			
3	STATUTE OR CHARGE	CHARGE_DESC	YES	YES	YES	YES
4	RECOV DATE	REC_DATE	YES			
5	FROM DATE	FROM_DATE	YES			
6	TO DATE	TO_DATE	YES			
7	ADDRESS	CV_ADDRESS	YES			
8	APT	APT	YES			
9	COMMON NAME	COMON_NAME	YES			
10	PREMISE	PREMISE_DESC	YES	YES	YES	YES
11	AREA 1*		YES		YES	YES
12	AREA 2*		YES		YES	YES
13	AREA 3*		YES		YES	YES
14	AREA 4*		YES		YES	YES
15	CASE STATUS	CASE_STATUS_DESC	YES	YES	YES	YES
16	VEH STATUS	VEH_STATUS_DESC	YES	YES	YES	YES
17	RECOV STATUS	RECOV_STATUS_DESC	YES	YES	YES	YES
18	VEHICLE TYPE	VEH_TYPE_DESC	YES	YES	YES	YES
19	VEHICLE YEAR	VEH_YEAR	YES		YES	YES
20	VEHICLE MAKE	VEH_MAKE_DESC	YES	YES	YES	YES
21	VEH MODEL	VEH_MODEL	YES		YES	YES
22	VEH COLOR	VEH_COLOR	YES		YES	YES
23	VEH DOORS	VEH_DOORS	YES		YES	YES
24	VEH LIC PLATE NO	VEH_LICENSE	YES			
25	VEH LIC PLATE ST	VEH_STATE	YES			
26	VEHICLE VIN	VEH_VIN	YES			
27	RECOV CONDITION	RECOV_CONDITION_DESC	YES	YES	YES	YES
28	PRIMARY OFFICER	OFFICER	YES			
29	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Stolen Vehicles

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	CASE NUMBER	CASE_NUM	YES			
3	STATUTE OR CHARGE	CHARGE_DESC	YES	YES	YES	YES
4	FROM DATE	FROM_DATE	YES			
5	TO DATE	TO_DATE	YES			
6	RECOV DATE	REC_DATE	YES			
7	ADDRESS	CV_ADDRESS	YES			
8	APT	APT	YES			
9	COMMON NAME	COMON_NAME	YES			
10	PREMISE	PREMISE_DESC	YES	YES	YES	YES
11	AREA 1*		YES		YES	YES
12	AREA 2*		YES		YES	YES
13	AREA 3*		YES		YES	YES
14	AREA 4*		YES		YES	YES
15	CASE STATUS	CASE_STATUS_DESC	YES	YES	YES	YES
16	VEH STATUS	VEH_STATUS_DESC	YES	YES	YES	YES
17	RECOV STATUS	REC_STATUS_DESC	YES	YES	YES	YES
18	VEH TYPE	VEH_TYPE_DESC	YES	YES	YES	YES
19	VEH YEAR	VEH_YEAR	YES		YES	YES
20	VEH MAKE	VEH_MAKE_DESC	YES	YES	YES	YES
21	VEH MODEL	VEH_MODEL	YES		YES	YES
22	VEH COLOR	VEH_COLOR	YES		YES	YES
23	VEH DOORS	VEH_DOORS	YES		YES	YES
24	VEH LIC PLATE NO	VEH_LICENSE	YES			
25	VEH LIC PLATE ST	VEH_STATE	YES			
26	VEHICLE VIN	VEH_VIN	YES			
27	RECOV CONDITION	RECOV_CONDITION_DESC	YES	YES	YES	YES
28	PRIMARY OFFICER	OFFICER	YES			
29	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

Sex Registrants

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	PERSON ID	PERSON_ID	YES			
3	PERSON NAME	FULL_NAME	YES			
4	ALIAS NAME	ALIAS	YES			
5	STATUTE OR CHARGE	CHARGE_DESC	YES	YES	YES	YES
6	RISK LEVEL	RISK_LEVEL	YES	YES	YES	YES
7	REGISTRATION DATE	REG_DATE	YES			
8	HOME LOCATION	CV_ADDRESS	YES			
9	APT	APT	YES			
10	AREA 1*		YES		YES	YES
11	AREA 2*		YES		YES	YES
12	AREA 3*		YES		YES	YES
13	AREA 4*		YES		YES	YES
14	SEX	SEX	YES	YES	YES	YES
15	RACE	RACE_DESC	YES	YES	YES	YES
16	ETHNICITY	ETHNICITY	YES	YES	YES	YES
17	AGE	AGE	YES	YES	YES	YES
18	DOB	DOB	YES			
19	HEIGHT	HEIGHT	YES			
20	WEIGHT	WEIGHT	YES			
21	HAIR	HAIR	YES			
22	EYES	EYES	YES			
23	SCARS MARKS TATS	SMT	YES			
24	DRIVERS LICENSE	LICENSE	YES			
25	CASE NUMBER	CASE_NUM	YES			
26	CONVIC DATE	CONV_DATE	YES			
27	COMMENTS	COMMENTS	YES			
28	MUG SHOT	MUG_SHOT	YES			
29	PRIMARY KEY	PRIMARY_KEY	YES			

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

ShotSpotter

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	INCIDENT ID	INCIDENT_ID	YES			
2	CAD ID	CaseNumber	YES			
3	INCIDENT TYPE	IncidentType	YES	YES	YES	YES
4	INCIDENT DATE	TriggerTime	YES			
5	NEAREST ADDRESS	CV_ADDRESS	YES			
6	BEAT	BeatName	YES		YES	YES
7	COVERAGE AREA	CoverageAreaName	YES			
8	NUMBER OF SHOTS	NumShots	YES	YES	YES	YES
9	COMMENTS	COMMENTS	YES			

Special Flags / Known Offenders

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	PERSON ID	PERSON_ID	YES			
3	PERSON NAME	FULL_NAME	YES			
4	ALIAS NAME	ALIAS	YES			
5	CASE NUM	CASE NUM	YES			
6	STATUTE OR CHARGE	CHARGE_DESC	YES	YES	YES	YES
7	ADDRESS	CV_ADDRESS	YES			
8	ADDRESS TYPE	ADDR_TYPE	YES			
9	APT	APT	YES			
10	AREA 1*		YES		YES	YES
11	AREA 2*		YES		YES	YES
12	AREA 3*		YES		YES	YES
13	AREA 4*		YES		YES	YES
14	CONVICTION_DATE	CONVICTION_DATE	YES			
15	RELEASED_DATE	RELEASED_DATE	YES			
16	REGISTERED DATE	REGISTERED_DATE	YES			
17	REGISTRANT STATUS	REG_STATUS_DESC	YES	YES	YES	YES
18	RISK LEVEL	RISK_LEVEL	YES	YES	YES	YES
19	FLAG TYPE	FLAG_TYPE	YES	YES	YES	YES
20	SEX	SEX	YES	YES	YES	YES
21	RACE	RACE_DESC	YES	YES	YES	YES
22	ETHNICITY	ETHNICITY	YES	YES	YES	YES
23	AGE	AGE	YES	YES	YES	YES
24	OFFICER	OFFICER	YES			
25	COMMENTS					

*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.
Queries

Standard NLETS/NCIC/DMV Queries (dependent on State availability)

Person by Name & DOB or DL/OLN (photo return "in state")

Gun

Vehicle by Plate or VIN

Fire/EMS Incidents

DISPLAY NAME	ORDER	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC CHART
AGENCY	1	AGENCY	YES	YES	YES	YES
INCIDENT NUMBER	2	INCIDENT_NUM	YES			
INCIDENT CATEGORY	3	FV_LEGEND (Omega Derived)	YES	YES	YES	YES
INCIDENT TYPE	4	INC_TYPE	YES	YES	YES(TOP 20)	YES
SHIFT	5	SHIFT	YES	YES	YES	YES
ADDRESS	6	FV_ADDRESS	YES			
APARTMENT	7	APT	YES			
AREA 1*	8		YES		YES	YES
AREA 2*	9		YES		YES	YES
AREA 3*	10		YES		YES	YES
STATION	11	STATION	YES	YES	YES	YES
RESPONSE TYPE/PRIORITY RESPONSE	12	RESP_TYPE_DESC	YES	YES	YES	YES
911 DATE	13	911_DATE	YES			
NOTIFY DATE	14	NOTIFY_DATE	YES			
ARRIVAL DATE	15	ARRIVAL_DATE	YES			
LAST UNIT CLEAR DATE	16	CLEAR_DATE	YES			
PROCESS TIME	17	PROCESS_TIME	YES	YES**		
DEPT RESPONSE TIME	18	DEPT_RESP_TIME	YES	YES**		
TOTAL REFLEX TIME	19	TOTAL_REFLEX_TIME	YES	YES**		
ACTION TAKEN	20	ACTION1_DESC	YES	YES	YES	YES
PROPERTY USE	21	PROP_USE_DESC	YES	YES	YES	YES
PROPERTY LOSS	22	PROP_LOSS	YES			
PROPERTY VALUE	23	PROP_VALUE	YES			
PROPERTY SAVED (percent value)	24	PROP_LOSS,PROP_VALUE	YES			
MUTUAL AID	25	MUTUAL_AID_DESC	YES	YES	YES	YES
CAUSE OF IGNITION	26	CAUSE_IGN_DESC	YES	YES	YES	YES
FIRE SPREAD	27	FIRE_SPREAD	YES	YES	YES	YES
INJURY_FATALITY	28	FS_FATAL, FS_NONFATAL, OTHER_FATAL, OTHER_NONFATAL	YES	YES		
REPORT COMPLETED	29	COMPLETED	YES	YES	YES	YES

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.
** Part of "Response Times" query group

FIRE/EMS Unit Responses (Apparatus)

DISPLAY NAME	ORDER	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC CHART
AGENCY	1	AGENCY	YES	YES	YES	YES
INCIDENT NUMBER	2	INCIDENT_NUM	YES			
UNIT	3	UNIT	YES		YES	YES
APPARATUS TYPE	4	UNIT_TYPE_DESC	YES	YES	YES	YES
ARRIVAL ORDER	5	ARRIVAL_ORDER_OVERALL (Omega Derived)	YES	YES	YES	YES
INCIDENT CATEGORY	6	FV_LEGEND (Omega Derived)	YES	YES	YES	YES
INCIDENT TYPE	7	INC_TYPE_DESC	YES	YES	YES (TOP 20)	YES
ADDRESS	8	FV_ADDRESS	YES			
APARTMENT	9	APT	YES			
AREA 1*	10		YES		YES	YES
AREA 2*	11		YES		YES	YES
AREA 3*	12		YES		YES	YES
STATION	13	STATION	YES	YES	YES	YES
SHIFT	14	SHIFT	YES	YES	YES	YES
RESPONSE TYPE/PRIORITY	15	RESP_TYPE_DESC	YES	YES	YES	YES
911 DATE	16	911_DATE	YES			
NOTIFY/DISPATCH DATE	17	DISPATCH_DATE	YES			
ENROUTE/ROLL DATE	18	ENROUTE_DATE	YES			
ARRIVAL DATE	19	ARRIVAL_DATE	YES			
HOSPITAL ARRIVAL DATE	20	ARRIVAL_HOSP_DATE	YES			
CLEAR DATE	21	CLEAR_DATE	YES			
TURNOUT TIME	22	TURNOUT_TIME	YES	YES***		
TRAVEL TIME	23	TRAVEL_TIME	YES	YES***		
DEPT RESPONSE TIME	24	DEPT_RESP_TIME	YES	YES***		
TOTAL REFLEX TIME	25	TOTAL_REFLEX_TIME	YES	YES***		
HOSPITAL WAIT TIME	26	HOSP_WAIT_TIME	YES	YES***		
PROPERTY USE	27	PROP_USE	YES	YES***	YES	YES
ACTION TAKEN	28	ACTION1_DESC	YES	YES	YES	YES
MUTUAL AID	29	MUTUAL_AID_DESC	YES	YES	YES	YES
PRIMARY KEY	30	PRIMARY_KEY	YES			

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.
** Part of "Response Times" query group

Fire Inspections

DISPLAY NAME	ORDER	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC CHART
AGENCY	1	AGENCY	YES	YES	YES	YES
INSPECTION NUMBER	2	INCIDENT_NUM	YES			
OCCUPANCY ID	3	OCC_ID	YES			
OCCUPANT_NAME	4	OCCUPANT_NAME	YES			
ADDRESS	5	FV_ADDRESS	YES			
APARTMENT	6	APT	YES			
AREA 1*	7		YES		YES	YES
AREA 2*	8		YES		YES	YES
AREA 3*	9		YES		YES	YES
STATION	10	STATION	YES	YES	YES	YES
BUILDING CLASS	11	BLDG_CLASS_DESC	YES	YES	YES	YES
BUILDING STATUS	12	BLDG_STATUS_DESC	YES	YES	YES	YES
CONSTRUCTION TYPE	13	CONST_TYPE_DESC	YES	YES	YES	YES
ROOF COVER	14	ROOF_COVER_DESC	YES	YES	YES	YES
FLOORS	15	FLOORS_ABOVE	YES	YES**	YES	YES
OCCUPANT LOAD	16	OCC_LOAD	YES			
PROPERTY USE	17	PROP_USE_DESC	YES	YES	YES	YES
MIXED USE	18	MIXED_USE_DESC		YES	YES	YES
DETECTOR TYPE	19	DET_TYPE_DESC	YES	YES	YES	YES
AES TYPE	20	AES_TYPE_DESC	YES	YES	YES	YES
HAZARDOUS MATERIALS	21	HAZMAT_DESC		YES	YES	YES
INSPECTION TYPE	22	INSP_TYPE_DESC	YES	YES	YES	YES
INSPECTION STATUS	23	INSP_STATUS_DESC	YES	YES	YES	YES
DATE REQUESTED	24	DATE_REQUESTED	YES			
DATE SCHEDULED	25	DATE_SCHEDULED	YES		YES	YES
DATE COMPLETED	26	DATE_COMPLETED	YES		YES	YES
INSPECTED BY	27	UNIT/STAFF	YES		YES	YES
PROPERTY ID	28	PROP_ID	Y/N			
PARCEL	29	PARCEL	Y/N			
VIOLATION(S)	30	VIOLATION_DESC	YES		YES	YES
PRIMARY KEY	31	PRIMARY_KEY				

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.

Fire Occupancies

DISPLAY NAME	ORDER	FIELD NAME	REPORT GRID	SAVED QUERY	CATE-GORIES	AD HOC CHART
AGENCY	1	AGENCY	YES	YES	YES	YES
OCCUPANCY ID	2	OCC_ID	YES			
OCCUPANT_NAME	3	OCCUPANT_NAME	YES			
ADDRESS	4	FV_ADDRESS	YES			
APARTMENT	5	APT	YES			
AREA 1*	6		YES		YES	YES
AREA 2*	7		YES		YES	YES
AREA 3*	8		YES		YES	YES
STATION	9	STATION	YES	YES	YES	YES
BUILDING CLASS	10	BLDG_CLASS_DESC	YES	YES	YES	YES
BUILDING STATUS	11	BLDG_STATUS_DESC	YES	YES	YES	YES
CONSTRUCTION TYPE	12	CONST_TYPE_DESC	YES	YES	YES	YES
ROOF COVER	13	ROOF_COVER_DESC	YES	YES	YES	YES
FLOORS	14	FLOORS_ABOVE	YES	YES**	YES	YES
OCCUPANT LOAD	15	OCC_LOAD	YES			
PROPERTY USE	16	PROP_USE_DESC	YES	YES	YES	YES
MIXED USE	17	MIXED_USE_DESC	YES	YES	YES	YES
DETECTOR TYPE	18	DET_TYPE_DESC	YES	YES	YES	YES
AES TYPE	19	AES_TYPE_DESC	YES	YES	YES	YES
HAZARDOUS MATERIALS	20	HAZMAT_DESC		YES	YES	YES
PROPERTY ID	21	PROP_ID	Y/N			
PARCEL	22	PARCEL	Y/N			
LAST INSPECTION START DATE	23	DATE_STARTED	YES			
LAST INSPECTION COMPLETED DATE	24	DATE_COMPLETED	YES			
LAST INSPECTION NUMBER	25	INSP_NO	YES			
LAST INSPECTION TYPE	26	INSPECTION_TYPE	YES			
LAST INSPECTION STATUS	27	INSP_STATUS_DESC	YES			
LAST INSPECTED BY	28	UNIT/STAFF	YES			
LAST INCIDENT DATE	29	INC_DATE	Y/N			
LAST INCIDENT TYPE	30	INC_DESC	Y/N			
RISK LEVEL	31	RISK_LEVEL				
PRIMARY KEY	32	PRIMARY_KEY				

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.

EMS Patients

DISPLAY NAME	ORDER	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC CHART
AGENCY	1	AGENCY	YES	YES	YES	YES
INCIDENT NUMBER	2	INCIDENT_NUM	YES			
INCIDENT CATEGORY	3	FV_LEGEND (Omega Derived)	YES	YES	YES	YES
INCIDENT TYPE	4	INC_TYPE	YES	YES	YES(TOP 20)	YES
UNIT	5	UNIT	YES		YES	YES
SHIFT	6	SHIFT	YES	YES	YES	YES
ADDRESS	7	FV_ADDRESS	YES			
APARTMENT	8	APT	YES			
LOCATION TYPE	9	LOCATIONTYPE_DESC				
AREA 1*	10		YES		YES	YES
AREA 2*	11		YES		YES	YES
AREA 3*	12		YES		YES	YES
AREA 4*	13		YES		YES	YES
RESPONSE TYPE/URGENCY	14	RESP_TYPE_DESC	YES	YES	YES	YES
911 DATE/TIME	15	911_DATE	YES			
DISPATCH DATE/TIME	16	NOTIFY_DATE	YES			
ENROUTE DATE/TIME	17					
ARRIVAL AT SCENE DATE/TIME	18	ARRIVAL_DATE	YES			
ARRIVAL AT PATIENT DATE/TIME	19	ATPATIENT_DATE	YES			
TRANSPORT DATE/TIME	20	TRANSPORT_DATE				
AT HOSPITAL DATE/TIME	21					
CLOSE/CLEAR DATE/TIME	22	CLEAR_DATE	YES			
PROCESS TIME	23	*CALCULATED BY OMEGA*	YES			
DISPATCH TO ENROUTE TIME	24	*CALCULATED BY OMEGA*	YES			
DISPATCH TO SCENE TIME	25	*CALCULATED BY OMEGA*	YES			
DISPATCH TO PATIENT TIME	26	*CALCULATED BY OMEGA*	YES			
TOTAL RESPONSE TIME TO SCENE	27	*CALCULATED BY OMEGA*	YES			
TOTAL RESPONSE TIME TO PATIENT	28	*CALCULATED BY OMEGA*	YES			

TRANSPORT TIME	29	*CALCULATED BY OMEGA*	YES			
HOSPITAL WAIT TIME	30	*CALCULATED BY OMEGA*	YES			
CAUSE	31	CAUSE	YES	YES	YES	YES
IMPRESSION	32	IMPRESSION	YES	YES	YES	YES
FINDINGS	33	FINDINGS	YES	YES	YES	YES
TREATMENT	34	TREATMENT	YES	YES	YES	YES
DISPOSITION	35	DISPOSITION	YES	YES	YES	YES
DESTINATION	36	TRANSPORT_DESTINATION	YES		YES	YES
REPORT COMPLETED	37	COMPLETED	YES	YES	YES	YES

16 CRIMEVIEW APPENDIX D – ADVANCED REPORTING MODULE SYSTEM REQUIREMENTS AND APPLICATION SPECIFICATIONS

16.1.1 Data Entities

a) The following data entities are included in the Advanced Reporting Module (ARM):

1. CrimeView ARM
   i. Calls for Service
   ii. Incidents
   iii. Arrests*
   iv. Field Interviews*

*Arrest and Field Interview data is limited to summary view and is not presented on dedicated reports.

16.1.2 Standard Reports

a) The following standard reports are included in the Advanced Reporting Module:

1. CrimeView Standard Reports

   - Statistical Briefing
   - Offense Reports
   - Temporal Analysis
   - Activity Reports
   - Repeat Address Report
   - Command Summary KPIs
   - COMPSTAT
   - CFS Report
   - CFS Temporal Analysis
   - CFS Response Times
   - CFS Command Summary
   - CFS COMPSTAT
   - Unmatched Records

16.1.3 End User System Requirements

a) HTML5-compatible web browser.

1. Suggested browsers: Microsoft Explorer 8 or higher, Microsoft Edge, Mozilla Firefox (latest version), Apple Safari 9.0 or later, Google Chrome (latest version), Apple Mobile Safari (iOS9 or higher), Google Chrome for Android (version 5.0 or higher).

b) Suggested minimum monitor resolution: 1024x768

TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
www.tritech.com

Subscription Service License & Use Agreement

I.   Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, TriTech Software Systems (hereinafter referred to as "TriTech") and the client named on the signature page attached hereto ("Client") as of the date of last signature below. TriTech and Client may also be referred to herein individually as "Party", or collectively as the "Parties". The Parties have entered into a System Purchase Agreement (the "Purchase Agreement") which includes the provision of the subscription services defined in this Agreement and the Statement of Work, if applicable (the "SOW") attached as Addendum A-1 to the Purchase Agreement.

II.   Services; Software.

A. Under the terms of this Agreement, TriTech will be responsible for providing the following services ("Services"):

(i)   Hosting TriTech's **software ("Software")** for its Subscription programs and corresponding module(s) as indicated in the Purchase Agreement;

(ii)   Providing the Client with technical support for the Software as set forth in <u>Schedule A ("Technical Support")</u>, database hosting and other related services as further defined in the Purchase Agreement and SOW;

(iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that TriTech shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;

(iv)   Providing the Client with certain user manuals and/or on-line Software education or other information on the TriTech website to assist Client with its use of the Software ("Documentation");

(v)   Enabling Client to update the applicable databases and obtain the agreed upon data processing output;

(vi)   Providing any other Software related services stated in the Purchase Agreement (together, the "Subscription Services"). <u>Schedule A</u> and any Documentation may be updated by TriTech from time to time in its sole discretion upon written notice to Client;

(vii) Providing the Client with initial training as stated in the Purchase Agreement; and

(viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").

(ix)   If applicable, TriTech and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable Subscription application.

B. Force Majeure. TriTech shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond TriTech's reasonable control.

C. This Agreement allows Client to use the Software located on TriTech's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on TriTech's servers, and to access the Software remotely as directed by TriTech.

III. License; Access.

A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), TriTech grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on TriTech's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by TriTech in writing, and TriTech shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.

B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.

C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by TriTech.

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

E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified In the Purchase Agreement.

IV. Fees; Payment; Taxes.

A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in the Purchase Agreement (together, "Fees"). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made.   Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.

B. As consideration for use of the Subscription Services during renewal contract terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").

C. TriTech shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.

D. All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:
TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

E.   Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.

F. Any amounts payable pursuant to this Agreement are to be net to TriTech and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due TriTech under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on TriTech's income.

V. Term and Termination; Suspension of Services.

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of two (2) years ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein, subject to annual appropriation. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users. If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Client terminates this Agreement for convenience during any Renewal Term, Client shall pay one hundred percent of the remaining fees owed for the Renewal Term.

B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.

D. Client may terminate this Agreement if TriTech breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same. Client may also terminate this Agreement without cause at any time upon thirty (30) days prior written notice to TriTech, however Client shall not be entitled to any refund of prepaid annual subscription fees.

E. In addition to the circumstances as described in Subsection V(F) below, TriTech may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by TriTech pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.

F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to TriTech is delinquent, TriTech may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.

G Upon the effective date of expiration or termination of this Agreement: (i) TriTech will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to TriTech any and all monies that are owed by the Client to TriTech under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.

H. Upon TriTech's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, TriTech may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.

I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, TriTech has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon TriTech's receipt of all Fees due and owing hereunder.

J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, TriTech shall remove and destroy Client's data. TriTech will not return the data to the Client as the Client still retains the source data.

K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. Client Responsibilities.

A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by TriTech to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to TriTech so long as the newly appointed Client Administrator has attended TriTech's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.

B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.

C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Information into Client's database by TriTech has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by TriTech and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in TriTech's policy for inputting Client Information in any Documentation TriTech provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not TriTech assisted Client with the development or construction of such reports and displays and other uses of the Client Information.

D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.

E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.

F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.

G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable TriTech Subscription application.

VII. Confidentiality, Privacy and Business Associate Provisions.

A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or confidential information without TriTech's prior written consent for any such disclosure.

B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software, TriTech has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. TriTech shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to TriTech for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) TriTech hosts on services for access by and transmission to the Authorized Users via the Internet. TriTech shall not use any Client Information except as expressly set forth in this Agreement.

C. In addition to TriTech's obligations regarding nondisclosure of Client Information set forth above, in the event that TriTech is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, TriTech shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.

D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that TriTech has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.

E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.

F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided,

neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

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

VIII. Ownership.

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

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

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

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

B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. Disclaimer; Limitation of Liability.

A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT PERMITTED BY LAW, CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.

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

E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY TRITECH'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

X. Indemnification.

To the extent permitted by law, Client shall indemnify and hold harmless TriTech from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by TriTech.

XI. Assignment.

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

XII. Written Notices.

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

A. Written Notices to Client:

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

B. Written Notices to TriTech:

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

XIII. Governing Law.

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

XIV. Integration.

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

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

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

shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

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

CITY OF CHERRY HILLS VILLAGE

Laura (signature)
Accepted By (Signature)

Laura Christman
Printed Name

Mayor
Title

12 - 12 - 18
Date

Cherry Hills Village Police Department
Address Line 1 – Company/Agency Name

2460 East Quincy Avenue
Address Line 2 – Street Address

Cherry Hills Village, CO 80113
Address Line 3 – City, State, Zip

TRITECH SOFTWARE SYSTEMS

Roxanne Lerner (signature)
Accepted By (Signature)

Roxanne Lerner
Printed Name

Director of Contracts
Title

5 December 2018
Date

Schedule A

TECHNICAL SUPPORT

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

Product Updates:

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

Technical Support Services:

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

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

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

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

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

TriTech Service Commitment

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

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

Exclusions from Technical Support Services:

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

Client Responsibilities:

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

1) Provide applicable hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.

2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;

3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;

4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;

5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;

6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;

7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in Section VII of this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

9) For Caller Location Query (CLQ) - set up and maintain a web certificate on a public facing server.

Security

1) TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

2) If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

Priorities and Support Response Matrix

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

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

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

Software Errors for other than Critical Priority may be reported via the web portal: TriTech.com; or email: CH_ClientServicesTriage@tritech.com. For CrimeView Dashboard, FireView Dashboard, CrimeMapping.com; NEARme, Field Ops: CrimeViewSupport@tritech.com.

Priority	Priority Definition	Response Times
Priority 1 – Critical Priority	Search. 24X7 Support for live operations on the production system. This is defined as the following: • The applicable server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. • The applicable system is inoperable due to data loss or corruption caused by TriTech Software This means that one or more TriTech server components are down or inaccessible, disabling all usability of Client's workstations These Software Errors are defined in *Special Note #1*, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911. Priority 1 issues must be called in via 800.987.0911 to receive this level of response. There are no Priority 1 issues for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 2 – Urgent Priority	Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible. Generally, this means that a significant number of the system workstations are negatively impacted by this error (e.g. does not apply to a minimal set workstations). These Software Errors are defined in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes. Priority 2 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops

Priority	Priority Definition	Response Times
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common system functions. Such errors will be consistent and reproducible. • The system is unable to transfer data from external system to the TriTech system • The TriTech application system update causing system functions to be inoperative with no workaround A significant number of TriTech workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 3 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 4 - Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 4 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 5 - Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 5 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops

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

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

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

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

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

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

ADDENDUM 1

BUSINESS ASSOCIATE ASSURANCE

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

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

- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*
- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TriTech

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

SOFTWARE SUPPORT AGREEMENT

TRITECH SOFTWARE SYSTEMS

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 1 of 20

Software Support Agreement
Inform

SOFTWARE SUPPORT AGREEMENT
TABLE OF CONTENTS

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 2 of 20

Software Support Agreement
Inform

SOFTWARE SUPPORT AGREEMENT

Client:	City of Cherry Hills Village
Address:	Cherry Hills Village Police Department
	2460 East Quincy Avenuet
City, State, Zip:	Cherry Hills Village, CO 80113
Phone, Fax:	303761-8711
Contact Name:	Michelle Tovrea, Chief of Police

This Agreement is made by and between TriTech Software Systems, referred to herein as "TriTech", with offices at 9477 Waples Street, Ste. 100, San Diego, California 92121 and Client named above, referred to herein as "Client".

      A.   WHEREAS, TriTech and Client have entered into a System Purchase Agreement dated _____, (the "Purchase Agreement"); and

      B.   WHEREAS, this Software Support Agreement (this "Agreement") is entered into to provide Software Support for the TriTech Software for a period of one year, subject to annual renewal thereafter; and

      C.   WHEREAS, during the initial term of this Agreement, TriTech shall act as the Prime Contractor for maintenance of the System and shall provide the single point of contact with the Client as further defined herein;

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, TriTech and Client agree as follows:

1.0   DEFINITIONS

    1.1   All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

2.0   TERM AND TERMINATION

    2.1   The initial term of Software Support services provided under this Agreement shall begin at first Go Live for the TriTech Software and end twelve (12) months thereafter. Software Support for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. Following the initial term, either party may terminate this Agreement upon written notice to the other party ninety (90) days prior to the end of the then current annual support term. Provided that notice of termination has not been provided, on or

before the expiration of the then current support term, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Notice for signature. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Client.

2.2   Following the initial term of this Agreement, either party shall have the option, upon prior written notice as provided in this section, to terminate support and maintenance for applicable Subcontractor Software which is provided through TriTech as the Prime Contractor. In such event the Client shall enter directly into Support Agreement(s) with the individual Subcontractor(s).   In order to provide continuity of support, either party shall notify the other party at least ninety (90) days prior to the end of the initial term of this Agreement of its intentions for continuation through TriTech as the Prime Contractor of support and maintenance for such Subcontractor Software. Support for Subcontractor Software if applicable under this Agreement will be provided in accordance with the applicable Subcontractor's terms for support which are attached hereto at Addendum C.

2.3   Either party may terminate this Agreement upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Agreement, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other party's business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by one Party to the other Party within ninety (90) days' prior to the end of the then current support term.

3.0   SUPPORT FEE(S)

3.1   Software Support fee(s) to be paid by Client for the initial term of this Agreement are established based on the software licenses purchased under the System Purchase Agreement. The Software Support fee for the first renewal term shall be the amount specified in Addendum A hereto, subject to the adjustments as described in 3.2.

3.2   Unless otherwise terminated as provided herein, TriTech shall notify Client prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all TriTech Software applications and modules licensed to Client. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.   Additional licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

3.3   Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client's site or other locations remote from TriTech's principal place of business.   Such expenses shall be paid by Client on receipt of TriTech's invoice for such expenses. Travel costs submitted for reimbursement will be actual costs, plus a five percent (5%) administrative fee.

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 4 of 20

Software Support Agreement
Inform

3.4   If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at TriTech's then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users.

3.5   All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid. Failure to pay annual Software Support fees when due may result in a notice of termination in accordance with section 2.3.

Remittance Address for Payments Only:
TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

3.5.1   Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.

3.6   Except for taxes for which Client provides TriTech with written certification of its tax-exempt status, if TriTech is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

4.0   SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

4.1   TriTech will provide support services as more fully described in Addendum B.

4.2   Client shall appoint a principal point of contact with a level of knowledge of the TriTech Software and Client's computer environment to manage the reporting of Software Errors to TriTech in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. TriTech reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

4.3   At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party's supervisor, manager, or executive as applicable for corrective action. A party's failure to remedy any reported issues related to employee misconduct,

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 5 of 20

Software Support Agreement
Inform

including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with section 2.3 herein.

5.0   SOFTWARE ERROR CORRECTION AND ACCESS

5.1   If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If TriTech is unable to reproduce the Software Error at TriTech's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by TriTech. TriTech will provide onsite assistance if the Client and TriTech determine that it is necessary for TriTech personnel to travel to Client's site to reproduce the error. If Client and TriTech determine that the reported problem was caused by the TriTech Software, TriTech will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the TriTech Software Client shall reimburse TriTech for its travel expenses incident to the on-site visit, as well as TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

5.1.1   If, during the term of this Agreement, Client experiences performance issues with the TriTech Software related to user transaction times (the elapsed time between electronically requesting information [i.e., depressing the "enter" key or mouse button] to the appearance of the data requested on the next screen) that materially degrades the operational use of the TriTech Software, the Client shall notify TriTech in accordance with Addendum B. TriTech will assist the Client to determine the source of the user transaction times issue (TriTech Software, third party products, Client supplied network, etc.). If the related to user transaction times is found to be caused by the TriTech Software, TriTech will use commercially reasonable efforts to resolve the issue according to the Priority status (defined in Addendum B) assigned based on the Subsystem, transaction type, and operational impact on the Client's Users.

5.2   TriTech maintains a Security program for managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

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

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 6 of 20

Software Support Agreement
Inform

site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

6.0   SOFTWARE UPDATES

6.1   From time to time at TriTech's discretion, Updates to the TriTech Software and TriTech Documentation will be developed and provided to Client. All Updates to the TriTech Software and TriTech Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

7.0   LIMITATIONS

7.1   Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twelve (12) months thereafter.

7.2   TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3   If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1   Problems in the TriTech Software are caused by modification of the TriTech Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party.

7.3.2   Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech, or by misuse or neglect.

7.3.3   Problems in the TriTech Software are caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

7.3.4   Problems in the TriTech Software are caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the TriTech Documentation.

7.3.5   Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up-to-date virus checking software in accordance with TriTech Documentation and shall check all software received from TriTech or any other person or entity for viruses before introducing that

software into any part of the TriTech System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the TriTech System in accordance with TriTech Documentation.

7.3.6   Problems in the TriTech Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.

7.3.7   Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4   If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the TriTech Documentation, and contact the TriTech Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

7.5   TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third Party Changes.

7.6   Problems in the TriTech Software or transmission of data caused by wireless services are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 8 of 20

Software Support Agreement
Inform

7.7   Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

8.0   EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

8.1   Maintenance and support for Equipment provided under the Purchase Agreement (except as otherwise stated therein) is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.2   Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto at Addendum C if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TriTech will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the TriTech Software and are not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 9 of 20

Software Support Agreement
Inform

9.0   LIMITATION OF LIABILITY

9.1   The total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

9.2   IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0   DISPUTE RESOLUTION

10.1   The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either TriTech's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

11.0   SEVERABILITY

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

12.0   FORCE MAJEURE/EXCUSABLE DELAY

12.1   Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 10 of 20

Software Support Agreement
Inform

Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13.0   CONSTRUCTION AND HEADINGS

13.1   The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

14.0   WAIVER

14.1   The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

14.2   No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

15.0   ENTIRE AGREEMENT

15.1   This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

16.0   APPLICABLE LAW

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

17.0   ASSIGNMENT

17.1   Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of TriTech's assets, TriTech may assign this Agreement to an entity ready, willing and able to perform TriTech's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee.

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 11 of 20

Software Support Agreement
Inform

18.0 NOTICES

18.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:	To TriTech:
Cherry Hills Village Police Department	TriTech Software Systems
2460 East Quincy Avenue	9477 Waples Street, Ste. 100
Cherry Hills Village, CO 80113	San Diego, Calif. 92121
Attn: Michelle Tovrea	Attn: Contracts
Chief of Police	

19.0 GENERAL TERMS

19.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

19.2 This Agreement shall not become a binding contract until signed by an authorized officer of both parties, and it is effective as of the date so signed.

19.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

19.4 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.

19.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

19.6 A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

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

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 12 of 20

Software Support Agreement
Inform

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

19.8 EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHERWRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

CITY OF CHERRY HILLS VILLAGE

Accepted By (Signature)

Laura Christman
Printed Name

Mayor
Title

December 12, 2018
Date

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Roxanne Lerner
Printed Name

Director of Contracts
Title

5 December 2018
Date

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 13 of 20

Software Support Agreement
Inform

ADDENDUM A

SUPPORT FEES

Support fees for the initial term beginning at first Go Live for the TriTech Software and ending twelve (12) months thereafter, are included under the Contract Price in the System Purchase Agreement. Based on the licenses purchased under the System Purchase Agreement, the annual support fee for the first renewal term (to begin 12 months' post Go Live) will be $7,029.00.

Prior to the end of the then current support term, and each subsequent annual support term, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

TriTech's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to CAD Mapping or Mobile Mapping fees.

Option:

As further defined in Addendum B hereto, standard Software Support for Inform RMS/FBR is provided on an 8x5 basis. Support fees for 8x5 support is calculated at a lesser rate than 24x7 support. However, as an optional upgrade, Client may purchase Software Support for Inform RMS/FBR applications on a 24x7 basis with the applicable adjustment in support fee. **If this option has been chosen, check the box below:**

Optional Support Upgrade to 24x7 for Inform RMS/FBR   Yes ☐

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 14 of 20

Software Support Agreement
Inform

ADDENDUM B

SOFTWARE ERROR CORRECTION
GUIDELINES AND PROCEDURES

(1) All TriTech Software Errors reported by Client's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Client may elect to downgrade the urgency of the issue if the operational impact is not severe. The Client may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from TriTech's Customer Service Group.

(2) If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech.

Note (a): **Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.**

Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through TriTech's Support website via the Customer Service portal on TriTech's website.

(3) "Normal Customer Service Hours" (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding TriTech holidays.

(4) The main support line will be answered by TriTech's Customer Service Department, or TriTech's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the TriTech operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to TriTech's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to support@tritech.com.

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 15 of 20

Software Support Agreement
Inform

(7) TriTech has approved Bomgar as the sole primary form of support connectivity for TriTech's software applications. Bomgar provides for passwords, advanced authentication, encryption and logging that meet or exceed FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. The Client has access to log information through the TriTech support ticket management system Client portal on TriTech's website. Backup support connectivity is also required. The Client will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Client's team to assist in troubleshooting.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below. If requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

   a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Client may request escalation of the issue in accordance with the TriTech Documentation.

(9) **Priorities and Support Response Matrix**

The following priority matrix relates to software errors resulting from the TriTech Software as further defined in this Agreement. Causes related to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Agreement.

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 16 of 20

Software Support Agreement
Inform

Inform RMS/FBR

Priority	Issue Definition	Response Time
Priority 1 – **Critical Priority**	Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following: • Inform RMS/FBR server software inoperative • Loss of ability for all Inform RMS/FBR users to log on to system • Loss of transactional data & transactional data corruption This means one or more critical server components are non-functional disabling Inform RMS/FBR workstations. These Software Errors are defined in *Special Note #1*, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. *After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS/FBR is not managed after Normal Customer Service Hours.* *If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.* Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 2 – **Urgent Priority**	Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible. • Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system • Loss of ability to transfer Inform FBR Reports A significant number of the Inform RMS/FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS/FBR workstations). These Software Errors are defined in more detail in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. *After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RM/FBRS is not managed after Normal Customer Service Hours.* *If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 800.987.0911.* Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 17 of 20

Software Support Agreement
Inform

Priority	Issue Definition	Response Time
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Inform RMS/ FBR function. Such errors will be consistent and reproducible. • Loss of Non-Critical Data (with "Non-Critical" being defined as not causing an error classified as a P1 or P2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data A significant number of Inform RMS/FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. High Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. High Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Medium Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. Medium Priority issues are not managed after Normal Customer Service Hours.
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Low Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. Low Priority issues are not manager after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – **Critical Priority**	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 18 of 20

Software Support Agreement
Inform

Priority	Resolution Process	Resolution Time
Priority 2 – **Urgent Priority**	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
Priority 3 - **High Priority**	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – **Medium Priority**	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – **Low Priority**	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

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

1. Inform RMS/FBR:
   - a. The Inform RMS/FBR System Server is down and unavailable for queries.
   - b. The Inform RMS/FBR is inoperable due to data corruption caused by TriTech Software.
   - c. Law enforcement users are unable to send or receive justice queries and transactions (this Priority applies if the functionality is available through no other available methods within the TriTech Software).

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

1. Inform RMS/FBR:
   - a. The inability to create, save, access, or close records.
   - b. The inability to enter property in the evidence module.
   - c. The inability to move a piece of property to another location.
   - d. The inability to assign a case to an investigator.
   - e. The inability to create UCR/NIBRS State Reports.
   - f. The inability to complete an expungement on a name record.
   - g. The system does not display active master name alerts.
   - h. The system does not display active warrants for a master name.
   - i. The inability to provide master resolution during entry.
   - j. The inability to transfer a report from FBR to RMS.
   - k. A report is unable to complete the approval workflow.

Additional Information:

- State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items:

  A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Inform RMS Licensed Software, or National Fire Incident Reporting System (NFIRS) within Inform Fire as necessary, in order to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs. Such modifications do not include fees associated with the development and implementation for transition from UCR to NIBRS, or costs for new hardware if applicable. TriTech will provide a quotation for associated services or hardware.

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 19 of 20

Software Support Agreement
Inform

ADDENDUM C

SUBCONTRACTOR SUPPORT TERMS

Not applicable to this Agreement.

City of Cherry Hills Village, CO
Copyright © 2018 TriTech Software Systems – Confidential & Proprietary
Unpublished: Rights reserved under the copyright laws of the United States
Page 20 of 20

Software Support Agreement
Inform