



Twin Falls City Council Agenda

Monday, November 25, 2019, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Shawn Barigar, Suzanne Hawkins, Nikki Boyd, Chris Talkington, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS
 - a) SMALL BUSINESS SATURDAY - Mayor Shawn Barigar
- 4) GENERAL PUBLIC INPUT
- 5) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for November 14-20, 2019.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law: Burns Appeal of Domino's SUP.
By: Jonathan Spendlove, Planning & Zoning Director
 - c) **ACTION ITEM:** Request to approve Amended Special Use Permit PZ19-0107: Domino's on Addison Ave E.
By: Jonathan Spendlove, City Planner
- 6) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Opportunity to pursue a Sister City relationship with Obihiro, Japan.
By: Nathan Murray, Economic Development Director
 - b) **ACTION ITEM:** Request to adopt an ordinance for a vacation for platted easements and within lots 9, 10, and 11 block 1 in the Pinnacle Subdivision, c/o Canyon Properties, LLC & EHM Engineers, Inc. (PZ19-0119)
By: Jonathan Spendlove, Parks & Recreation Director
 - c) **ACTION ITEM:** Request to approve the contract with Central Square for Cad, Mobile, and Records Enterprise for a total cost of \$1,300,000.
By: Kathy Markus, ITC Manager
 - d) **ACTION ITEM:** Request to reject bids for the 2019 ADA Curb Ramp Project.
By: Erin Steel, Staff Engineer

- e) **ACTION ITEM:** Request to use cash reserves to replace the bridges at Twin Falls Golf Club.
By: Wendy Davis, Parks & Recreation Director
- f) **ACTION ITEM:** Request for direction regarding use of public property for private gain.
By: Wendy Davis, Parks & Recreation Director
- 7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS: None
- 9) ADJOURNMENT

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Leila Sanchez (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
 - Wait to be recognized by the Mayor or Chairman
 - Approach the microphone/podium
 - State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.

*Office of the Mayor
City of Twin Falls*

Proclamation

SMALL BUSINESS SATURDAY

Whereas, the government of Twin Falls, Idaho, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

Whereas, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

Whereas, 94% of consumers in the United States value the contributions small businesses make in their community; and

Whereas, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

Whereas, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

Whereas, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

Whereas, Twin Falls, Idaho, supports our local businesses that create jobs, boost our local economy and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

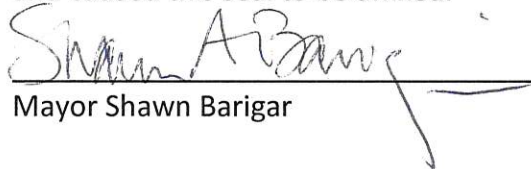
Now, Therefore, I, Shawn Barigar, Mayor of Twin Falls, Idaho, do hereby proclaim, November 30, 2019, as:

SMALL BUSINESS SATURDAY

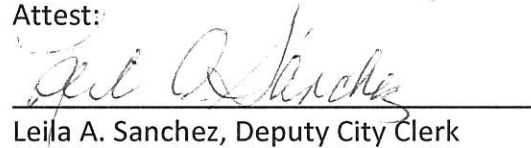
And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.



In witness whereof, I have hereunto set my hand and caused this seal to be affixed.


Mayor Shawn Barigar

Attest:


Leila A. Sanchez, Deputy City Clerk

Date: October 28, 2019



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Appeal Application)

Ronald Burns)

Applicant(s))

)
) FINDINGS OF FACT,
) CONCLUSIONS OF LAW,
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on **Monday, November 18, 2019** for public hearing pursuant to public notice as required to consider an appeal of the Twin Falls Planning and Zoning Commission's decision approving a Special Use Permit #PZ19-0107 to **allow a drive through facility and extended retail hours on property located at 1869 Addison Avenue East** and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has appealed the Twin Falls Planning and Zoning Commission's decision approving a Special Use Permit #PZ19-0107 to **allow a drive through facility and extended retail hours on property located at 1869 Addison Avenue East.**
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: **October 31, 2019.**
3. The property in question is zoned **C-1** pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as **Neighborhood Commercial** in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. Relevant criteria and standards for consideration of this application are set forth in Sections 10-1-4, 10-1-5, 10-4-8.2(B) 10f, 10-10-3, 10-13-2.2, Twin Falls City Code
5. The existing neighboring land uses in the immediate area of this property are: to the north, **Residential**; to the south, **Services**; to the east, **Parking & Eating Place**; to the west, **Retail.**

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. Special Use Permit #PZ19-0107 to **allow a drive through facility and extended retail hours on property located at 1869 Addison Avenue East** is consistent with the purpose of the **C-1** Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-13-2.2, Twin Falls City Code.

3. The proposed use is proper use in the **C-1** Zone, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. Special Use Permit #PZ19-0107 to **allow a drive through facility and extended retail hours on property located at 1869 Addison Avenue East** was approved, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. Special Use Permit #PZ19-0107 to **allow a drive through facility and extended retail hours on property located at 1869 Addison Avenue East** is hereby upheld by the Twin Falls City Council and is subject to the amended conditions which are attached as "Exhibit A", and incorporated by reference as though fully set forth herein.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and amended conditions which are attached as "Exhibit A", and incorporated by reference as though fully set forth herein.

MAYOR-TWIN FALLS CITY COUNCIL

DATE

"Exhibit A"

1. Subject to continued compliance with all local, state, and federal code requirements and other standards as applicable.

2. Subject to the required screening fence being constructed of solid material, in order to eliminate light intrusion on the adjacent residential properties to the North.

APPLICATION # **PZ19-0137**



CITY OF TWIN FALLS
PLANNING AND ZONING DEPARTMENT
203 Main Avenue East
P.O. Box 1907
Twin Falls, Idaho 83303-1907
Phone: 208-735-7267 Fax: 208-736-2641

AMENDED SPECIAL USE PERMIT

Permit No. PZ19-0107

Granted by the Twin Falls City Council, as presented, on **November 18, 2019** to **W. Patrick Clysdale, Clysdale Enterprises** whose address is **1869 Addison Avenue East, Twin Falls, ID 83301** to allow a drive through facility and extended retail hours and legally identified with the following Parcel ID: **PP000243020130A**.

The Commission has attached the following conditions which must be fully implemented to avoid permit revocation (City Code Section 10-13-2.3):

1. **Subject to continued compliance with all local, state, and federal code requirements and other standards as applicable.**
2. **Subject to the required screening fence being constructed of solid material, in order to eliminate light intrusion on the adjacent residential properties to the North.**

Mayor, City of Twin Falls

Date

This permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required. All facilities must comply with all Building and Fire Code Regulations.

Please contact the Building Department at 735-7238 for further information.



Date: Monday, November 25, 2019
To: Honorable Mayor and City Council
From: Nathan Murray, Economic Development Director

PRESENTATION

Request:

PRESENTATION: Opportunity to pursue a Sister City relationship with Obihiro, Japan.

Time Estimate:

10 Minute presentation followed by question and answer.

Background:

A Sister City relationship is formed when two cities decide to link to one another, usually for the purpose of cultural exchange. The tradition began in earnest after World War II with the hope that forming a closer bond to foreign neighbors would prevent future conflict. Today, City's form these relationships for many reasons, including; tourism expansion, business partnerships, knowledge exchange, and economic investment.

The past two years, a group from the Kanto Region of Japan has visited Twin Falls a number of times looking for business opportunities. Economic Development Staff thought it would be important to form a relationship with a City in the region to help strengthen community ties. In 2018, we joined Sister City International, an organization aimed to connect Cities, but after a year no connection was made and we dropped out membership.

A couple of months ago, unaware of Staff's previous work, Steven Kiefer, a new resident to Twin Falls, approached staff about the possibility of forming a Sister City relationship with someone in Japan. Steve lived for many years in Japan and has close business and family ties. Steve has identified Obihiro City in the Hokkaido Region as a possible partner. Steve will present these reasons and is asking for permission to lead out in forming the Sister City partnership.

Sister City relationships are ultimately formed when heads of government for each City agree to the structure of their partnership and any related programs. The relationship can be initiated by reaching out directly to the City or by working with the Sister City's Country Consulate.

The Twin Falls City Council is being asked to decide; 1) If they desire to become a Sister City, 2) If Obihiro, Japan is a good partner, and 3) How we go about forming the relationship.

Approval Process:

No formal approval is needed at this time. Future approvals would be needed to authorize the Mayor to enter into a formal partnership with a Sister City.

Budget Impact:

There is no financial impact other than staff time committed pursue the Sister City relationship.

Regulatory Impact:

n/a

History:

N/A

Analysis:

N/A

Conclusion:

Further research and discussion is needed on this item. If the Council deems it important to develop a Sister City relationship with Obihiro, Japan, then staff would recommend that the Council make one of two decisions; either form a committee of interested parties to develop a plan to connect with Obihiro City, or allow the Mayor to work through the nearest Consular office of Japan to initiate the relationship.

Attachments:

1. Sister City Info Twin Falls - Obihiro - Lezignan

Exploring Sister City Relations

COMPARE:



Location:	43°12'05" N 2°45'30" E	42° 54' 50.11 N 143° 12' 21.86" E	42° 34' 09.64 N 114° 26' 05.93" W
Region Name:	Aude, Canton of Le Lézignanais	Tokachi (Ten Wins, or Many Wins)	Magic Valley (Snake River Development)
Land Area:	Region: 120 km City: 10.61 km	Region: 10,831 km City: 618.94 km	49.75 sq. km. (19.21 sq. mi.)
Population:	Region: 17,251 City: 11,509	Region: City: 168,546	Region: 200,000 City: 49,302
Nickname(s):	Wine Corbieres/ Wine Territory	Food Valley, Valley of Sweets	Silicon Valley of Food
Top Industries:	Agriculture (Grapes, Olives, Organic fruits/vegetables, flowers	Agriculture (Potatoes, Sugar Beets, pork, beans, etc.)	Agriculture (Potatoes, Sugar Beets, beans, sugar productions, pork, etc.)
Famed For:	Wine Production Region: 270, City: 25	Tourism	Yogurt Production, Breweries (6)
	Wine (Highest Volume producer in Fr)	Stock Horse Racing	Snake River
	Ancient Roman Architecture	World Rally Championships	Perrine Bridge
	Organic Foods, Restaurants	Food, Sightseeing	Food Production
Higher Education:	Wednesday Markets	Military Installation	Rodeo
	2 Intl Colleges (15-20 yr. olds)	Obihiro Univ. of Ag. & Veterinary Sci.	College of Southern Idaho
High Schools:	4 high schools, 8 primary schools	8 High Schools, 14 Middle Schools, 26 Elementary Schools	7 High Schools, 4 Middle Schools, 10 Elementary Schools, Blind School
Cultural Assets:	Ancient Architecture	3 major festival, Outdoor food district	Art, Museums, Base Jumping,
	Ceramics, Jazz Festival, Wine	2 Intl. Centers, Ceramics, Zoo	Planetarium, Camp Minidoka
Airport:	Nearest: Toulouse (118km/74mi.)	Obihiro (25 km to City Ctr.) 2 airlines	Twin Falls (13 km to City Ctr.) 1 airline
Sister City Relations:	None	Seward, AL; Madison, WI; Chaoyan, CH	None3

Reasons for Considering Sister City Relations

Generally

Cultural Exchanges (Stimulate curiosity, friendship, cooperation , learning & world view)

Business Partnerships & Investments

Tourism Expansion & Economic Development

Educational Collaboration & Student Exchanges

Knowledge Exchange (Between cities & NPO's on policy, programs, services)

Specific Benefits To:

	 TWIN FALLS People Serving People	 帯広市 Obihiro City
Access to business information and potential partners		
Increased Tourism & Related Revenue		
Educational , Cultural & Language Exchanges		
Access to Educational Expansion/Development Resources		
Wine & Olive Products Business	Potential Direct Cross Investment	
Access to expanded sales markets	Access to expanded production sources	
Culinary Expertise	Access to Advanced Industry Machine Training	

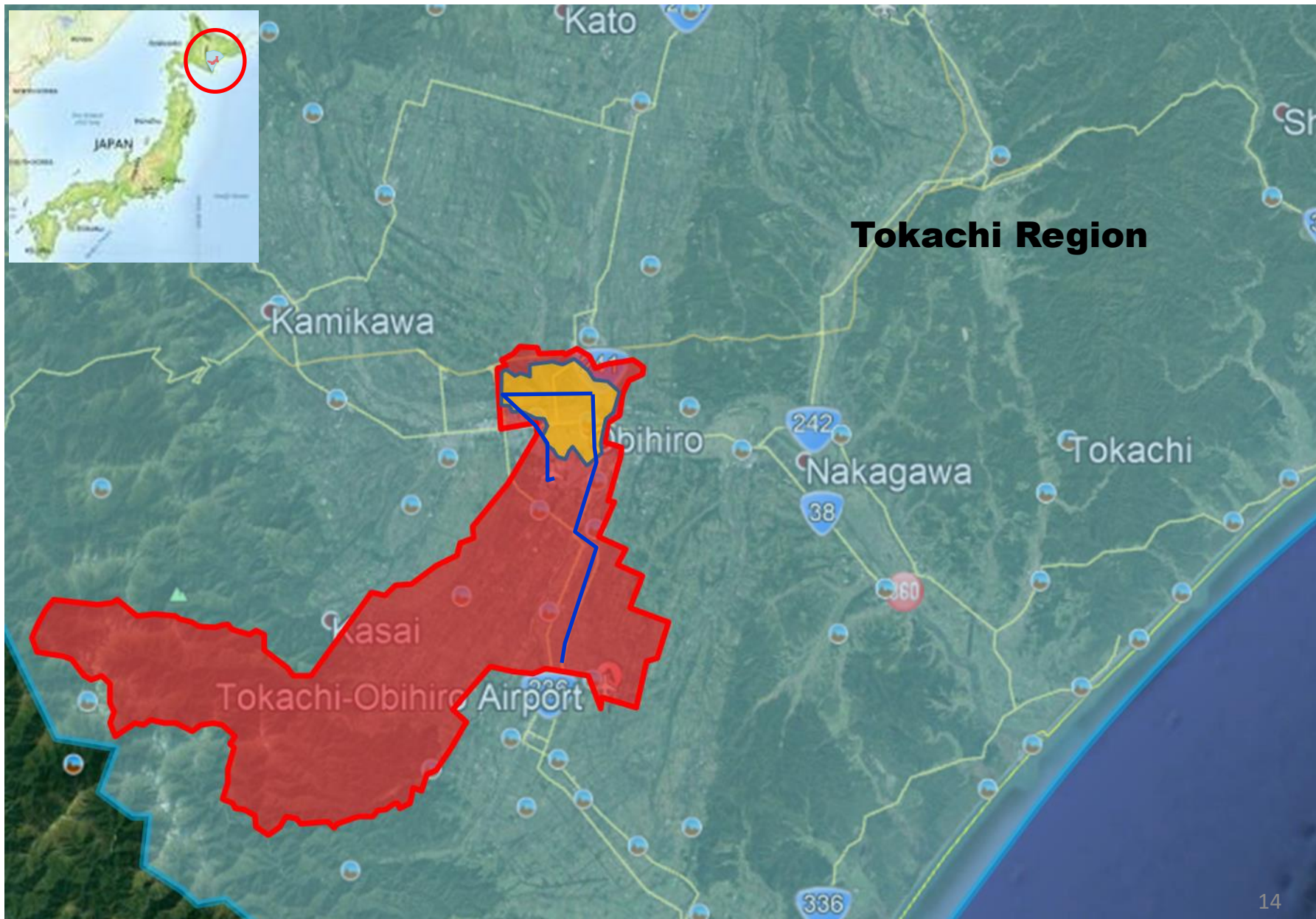
Obihiro, Hokkaido, Japan

Valley of Sweets & Valley of Food

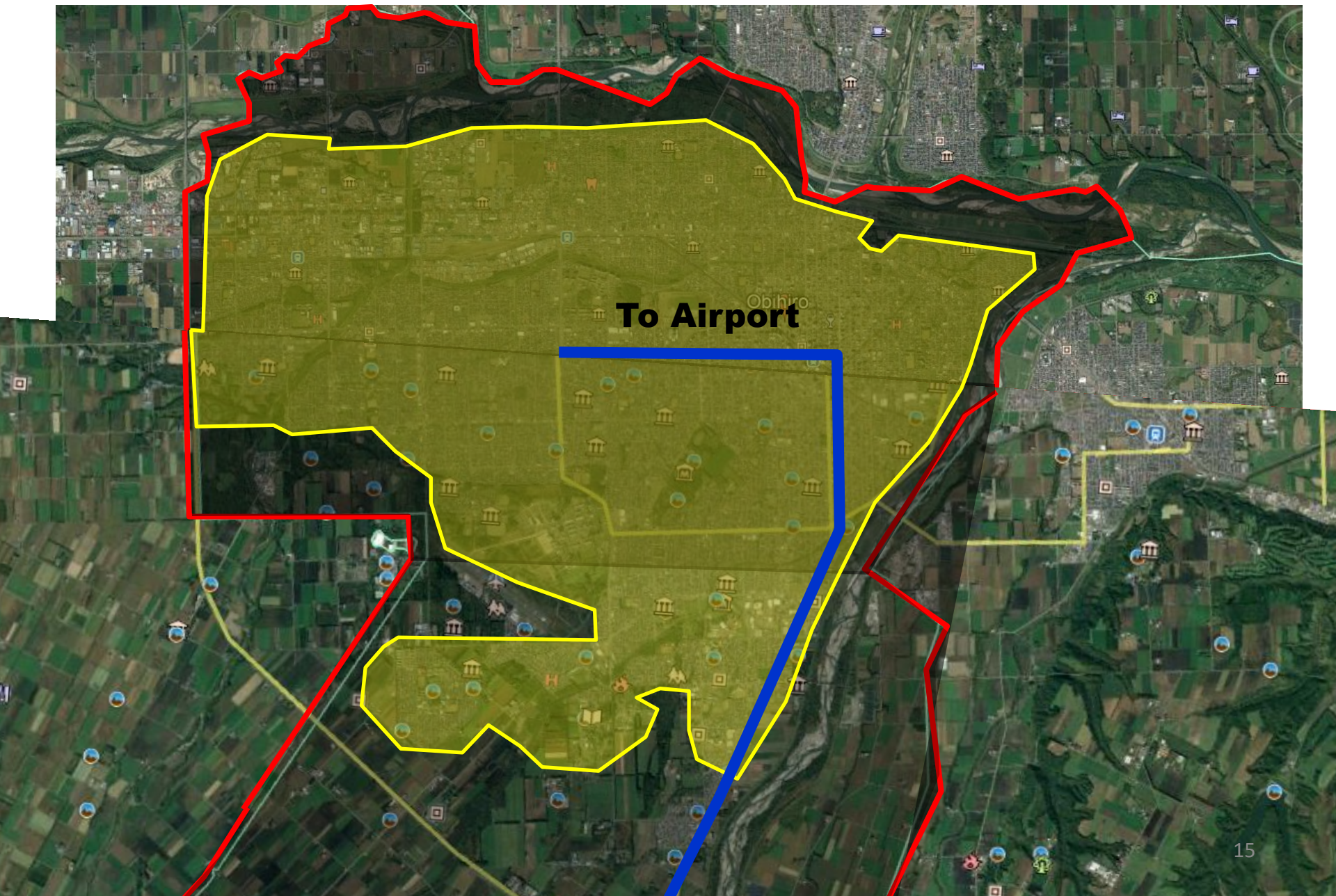
A Model Environment City



Obihiro –From 70 miles Above



Obihiro – Downtown from 45,000 ft.



Obihiro Photos – City Hall



Wheat Farming



Sugar Beet Farming



Young Women's Farming Program

<https://en.japantravel.com/hokkaido/tokachi-girls-farm-in-hokkaido/53187>



Potato Germplasm Enhancement
Laboratory, Obihiro University



Flax. (For Linseed Oil, Fiber, Etc.)



Obihiro Photos - Attractions



Wine Castle



Art Museum



Ceramic Arts



Old Station "Happiness"

Obihiro Photos - Events



Stock Horse Racing



Chrysanthemum Festival



Ice Festival



World Sports Rally

Obihiro Photos - Food



Pork Bowl



Beef Steak



Soba



Cheese



Wine



**Obihiro Forest Athletic Park
Hage Ten**



Sweets



"Gengis Khan" Barbeque



The Obihiro International Exchange Center)



The JICA (Japan Intl. Cooperation Agency) Obihiro Intl. Center (Next to the Obihiro Intl. Exchange Center)

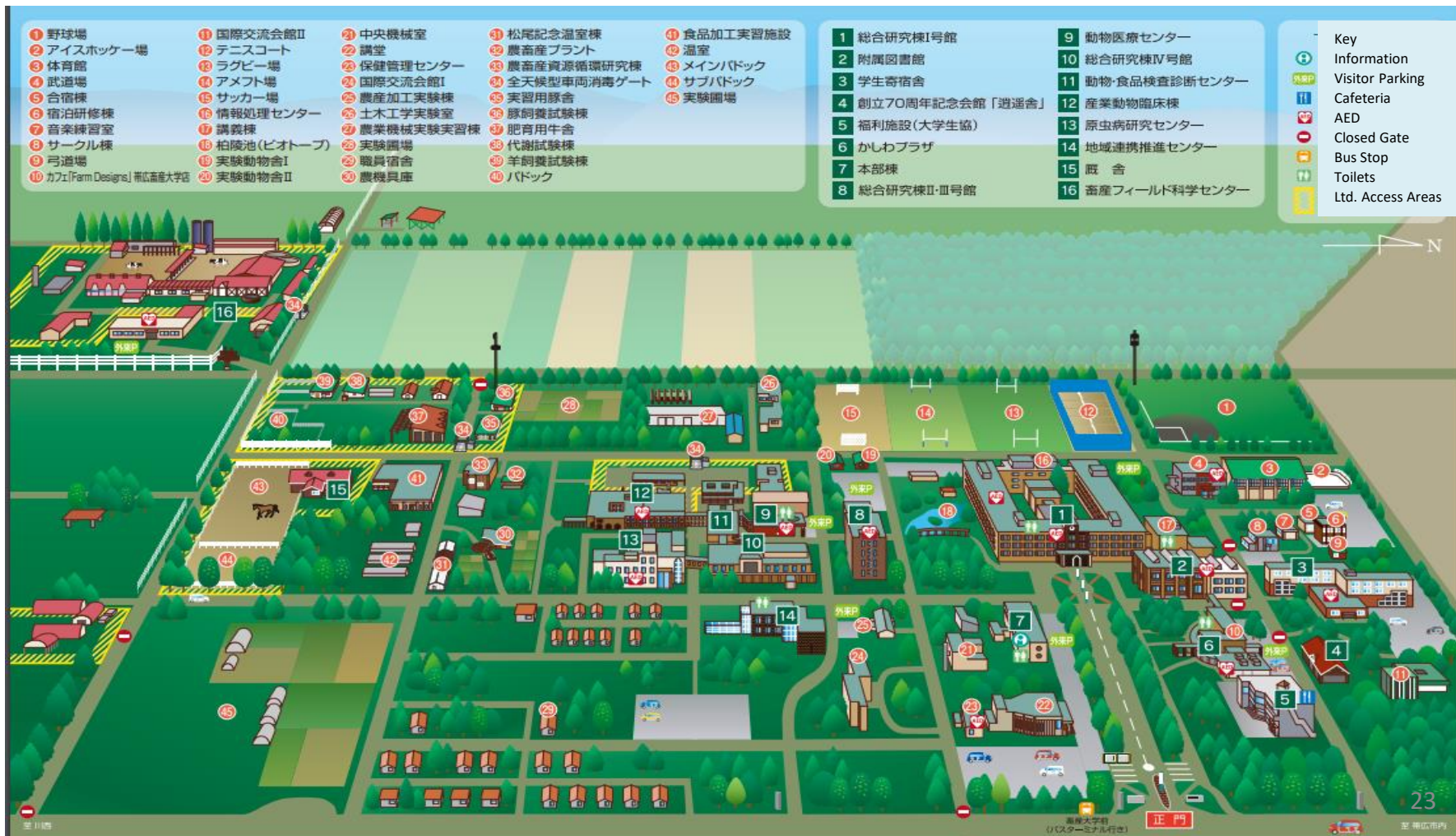


-  Main Campus – 74 acres
-  Cooperative Area

Obihiro Photos - Campus

- | | | | | |
|-------------------------|-----------------------|----------------------------|---------------------------------|----------------------------|
| 1. Baseball Field | 11. Intl. Hall II | 21. Central Machinery | 31. Matsuo Memorial Hall | 41. Food Additives Testing |
| 2. Ice Hockey | 12. Tennis Court | 22. Lecture Room | 32. Ag./Anim. Husbandry Plant | 42. Heating/Incubation |
| 3. Gymnasium | 13. Rugby Field | 23. Health Center | 33. Ag./A.H. Materials Research | 43. Main Paddock |
| 4. Judo | 14. American Football | 24. Intl. Hall I | 34. Emergency Disinfection Gate | 44. Sub-Paddock |
| 5. Dormitory | 15. Soccer Field | 25. Ag. Additives Testing | 35. Hog Facilities | 45. Test Field |
| 6. Dorm Training | 16. Data Management | 26. Arch. Engineer Testing | 36. Hog Care Facilities | |
| 7. Music Practice | 17. Lecture Hall | 27. Ag. Equipment Testing | 37. Bovine Facilities | |
| 8. Club House | 18. Biotope | 28. Ag. Test Field | 38. Back-up Testing | |
| 9. Archery | 19. Field Testing I | 29. Ag. Testing Wing | 39. Sheep Facilities | |
| 10. Café "Farm Designs" | 20. Field Testing II | 30. Ag. Equipment | 40. Paddock | |

- | | |
|--|-----------------------------------|
| 1. General Research Hall I | 9. Veterinarian Center |
| 2. Library | 10. General Research Hall IV |
| 3. Dormitory | 11. Animal & Food Analysis Center |
| 4. 70 th Anniver. Mem. Hall | 12. Commercial Animal Pathology |
| 5. Social Welfare Facilities | 13. Field Insect Pathology |
| 6. Kashiwa Plaza | 14. Environmental Coop. Ctr. |
| 7. Administration HQ | 15. Stables |
| 8. General Research Halls II & III | 16. Anim. Husb. Field Chem. Ctr. |



Obihiro University of Agriculture & Veterinarian Sciences

Degrees Offered: BS, MS, PhD.
Students: 1300
Foreign Students: 15

Undergraduate

畜産学部 Ag. & Vet. Sci. >

アドバンス制教育課程 Advanced Ed.

獣医学ユニット Veterinarian Emphasis

家畜生産科学ユニット
An. Husbandry Emphasis

環境生態学ユニット
Environmental Emphasis

食品科学ユニット
Food Sciences Emphasis

農業経済学ユニット
Ag. Economics Emphasis

農業環境工学ユニット
Ag. Environment Emphasis

植物生産科学ユニット
Crop Production Emphasis

Graduate

大学院畜産学研究科
Ag & Vet. Sci. Research >

畜産科学専攻博士前期課程 Doctorate in Animal Husbandry & Vet. Medicine

畜産科学専攻博士後期課程 Masters in Animal Husbandry & Vet. Medicine

獣医学専攻博士課程 Doctorate in Vet. Medicine

平成30年度改組前の大学院情報

別科（草地畜産専修） >

イベント一覧 >

ニュース一覧 >

Building & Maintaining Sister City Relations

Taking the first steps*

New sister city programs usually follow a six-step organizational process:

1. Selecting a sister city
2. Incorporating the program
3. Building membership
4. Forming committees
5. Designing the budget
6. Generating publicity

* This summary is summarized from the Sister City International Handbook. Please refer to the full document for further information. *Elements that are particularly relevant to Twin Falls are noted in RED, while suggestions strategies are noted in BLUE.*

Building & Maintaining Sister City Relations

① Selecting a sister city

Sister cities find each other in different ways. Examples of how partnerships are begun include:

- A group (service club, ethnic association, health clinic) or individual (student, teacher, businessperson, doctor) in the community with a particular interest in a region, culture, economic market or development issue form a committee and lobby their elected leaders
- Two mayors or city officials meet, discover common interests and then encourage their communities to initiate exchanges
- SCI introduces cities to each other through requests that come directly to the national headquarters through individuals or organizations with which SCI works (the staffs of SCI's counterpart organizations in foreign countries, Peace Corps Volunteers, U.S. embassies and
- U.S. Department of State officers, U.S. government representatives, colleagues in non-governmental organizations (NGOs) and private voluntary organizations (PVOs)

CSI, City of Twin Falls, SBDC, SIED, So. ID. Tourism, Twin Falls Schools, Twin Falls Chamber of Commerce.

City of Twin Falls' Economic Development office attempted in 2018 to follow this route, but received little to no support, despite paying annual fees.

② Structuring the strong program

Here are questions community members should consider when establishing their sister city programs:

- What is our mission? → Develop relationships with (a) sister city (or cities) in order to mutually improve the quality of life, education, tourism, cultural exchanges, and business exchanges & investments, between its sister cities.
- How do we accomplish it? → Under the auspices of the City of Twin Falls (Economic Development?), engage key organizations affected (See above) and interested citizen, students and organizations), form an exploratory committee to determine strategy, structure, budget and direction.
- What are our short-term and long-term goals? → TBD
- Why are we important in our community? → Strengthen cultural, educational and economic opportunities
- What do we have to offer our community? → Common educational, business and industry strengths and needs
- With whom should we partner abroad? → Obihiro, Japan
- Do we want more than one sister city? → Yes. Not only does having two or more sister cities, bring different perspectives, a greater variety of culture and experience, but also expand world view and get more people involved, since interests are different.
- If we have multiple affiliations, will we structure an umbrella organization? → No. I recommend a "Flexible Network? Model, where interested parties share in planning activities and costs (Jointly and by individual organizations or ppl)

Building & Maintaining Sister City Relations

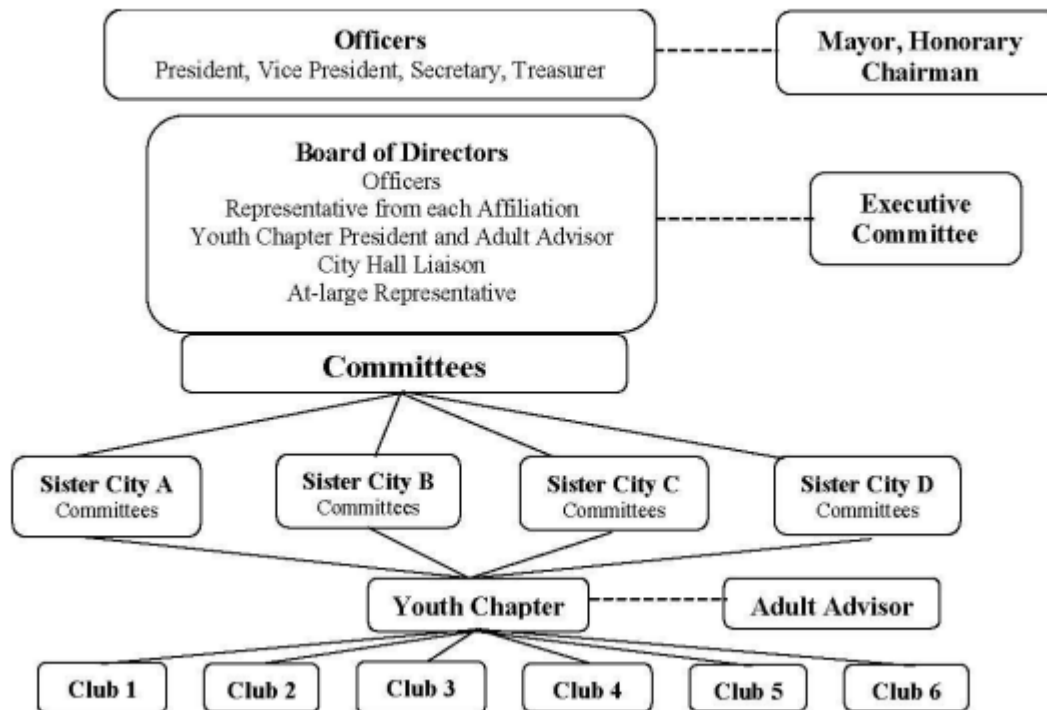
② Structuring the strong program (Continued)

- Who would we like to join our organization? → TF City (and nearby cities, as desired) , CSI, CofC, SIT, SIED, SBDC, TF Schools, Businesses, Community Foundation, Interested parties
- How can we build a diverse, (socio-economic , disabilities , race , etc) membership? → Draft Recruiting Policy that is adhered to by all partners, actively seek out diverse members)
- Who are the leaders? → Sister City Commission made up of reps from above agencies, chaired by TF Economic Dev.; day-to-day facilitation & coordination by a Liaison and volunteers.
- Whom would we like as leaders? → By nomination, (or volunteer), approved by commission
- How can we design our program so that people will want to join and leaders will get a chance to lead? → TBD
- What are the responsibilities of the leaders? → Assist in planning, determine budget for respective organization's involvement, set direction, recruit volunteers and outside financial support, select entourage & student exchange members, provide information to ease Liaison's role
- Who chooses the leaders? → Volunteers and nominees are approved by the commission
- Who makes decisions? → Policy and direction determined by the commission; TF Econ. Dev. Oversees liaison's day-to-day activities
- Who gives them authority to make decisions? → The Commission and TF Econ. Dev.; Individual organizational members make decisions related to their own representatives and roles
- Who does the work? → Mainly Liaison and volunteers, except Commission assists with fundraising
- How can we share the work? → See above
- How can we teach new people the skills we already have and learn the ones they have? → Use flexible network
- How will we raise money? → Use flexible network's connections to potential donors, run fund raising campaigns, conduct grassroots fundraising to support student exchanges; some budget from each of the commission members (as well as those that are self-funded under the rules of "flexible networks"
- From whom do we solicit funds? →
- Can we design a structure that is flexible enough to change when our members, goals or community changes? → Bylaws must address this issue and other flexible network roles/responsibilities
- Do we want to design a structure that is flexible enough to change if our sister city counterparts change their priorities? → Must be discussed beforehand with sister city partners and be included in the bylaws.
- Does the state's statute covering nonprofit corporations allow the formation of a corporation to participate in the type of activity the group envisions? → No prohibitions by federal law, but TF City ordinance may be influenced by state law, and the sister city activities must conform appropriately
- Are there any operational problems that can be foreseen? → Mainly funding issues, but Flexible network rules should overcome.
- What are the tax consequences arising from the organization or operation of the group? → None, if under auspices of the City, or comm. Foundation.

Building & Maintaining Sister City Relations

② Structuring the strong program (Continued)

STRUCTURE FOR A MULTIPLE SISTER CITIES PROGRAM (Nonprofit Example))

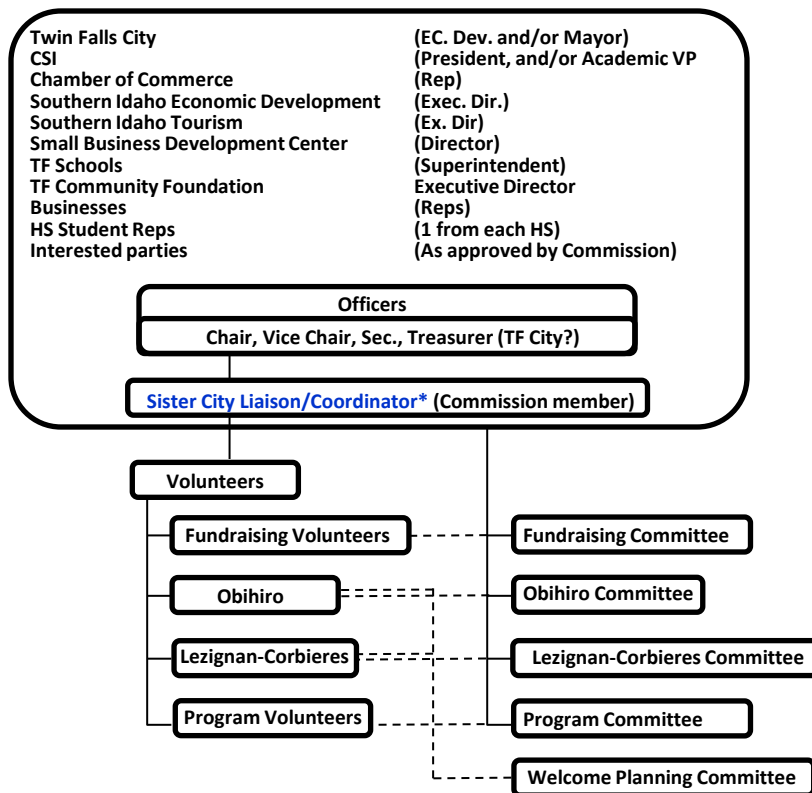


This model is primarily used for a nonprofit 501c3, see next page for a sample of a commission styled organization, using the flexible network platform.

Building & Maintaining Sister City Relations

② Structuring the strong program (Continued)

STRUCTURE FOR A MULTIPLE SISTER CITIES PROGRAM (Commission/Flexible Network Type)



** As this person is the face of the program, and represents and promotes each of the commissioners' organizations with sister city dignitaries, this should be a full-time paid position reporting to the Dir. Of Economic Development, and paid for by contributions from each of the commissioners' organizations (in a proportion agreed upon by the commissioners), and fundraising/ grants, etc., to supplement as needed. (All other staff should be temporary, unpaid volunteers, until a time the commission decides otherwise.)*

Basic Concepts of "Flexible Networks"

1. Participation at all levels is volunteer, and time contributions should be kept minimal and at a level that neither each commissioner or her/his organization is unduly burdened with absences, or financial concerns.
2. All expenses incurred on behalf of the sister city program by virtue of the commissioners participation shall be borne by the commissioner's agency, or by the commissioner personally. International travel expenses, per diems, and other incidental costs shall be borne by each commissioner, unless approved by the commission, and are also allowed by conflict of interest and related regulations. Foreign ground transportation expenses incurred while traveling with a sister city entourage can be claimed for reimbursement.
3. Fundraising shall be conducted primarily for the following purposes:
 - a. To assist needy students to cover the cost of foreign exchange visits
 - b. To pay for gift exchanges with foreign dignitaries (either for visiting dignitaries or for those being visited abroad)
 - c. To entertain foreign dignitaries while together on sister city business, for such expenses as meals, ground transportation, travel insurance and unforeseen expenses as approved by the commission.
 - d. Expenses for public relations, advertising, programs, special events, volunteer appreciate gifts, cards, awards, meals during programs, etc. and other promotional activities need to assure the success of the program/
4. Each commissioner shall act in good faith to maintain fair cost sharing responsibilities, including budget planning, obtaining necessary approvals, passports, visas, and other items needed for international travel. If possible, commissioners should meet & greet all foreign dignitaries, whenever feasible.

Building & Maintaining Sister City Relations

③ BUILDING MEMBERSHIP

Recruiting volunteers

Recruiting volunteer members is essential to the existence of a sister city program and should be an ongoing process. New volunteers rejuvenate the program, bringing new ideas and community contacts, which complement those of long-time volunteers and program participants.

potential members may be found everywhere in the community:

- Friends and family
- Local businesses and corporations
- Chamber of Commerce, office of economic development
- Civic groups: Rotary/Kiwanis/Lions/Junior
- League/League of Women Voters
- Telecommunications technology groups
- Travel/tourism groups
- Environmental organizations
- Senior citizens groups
- Boy/Girl Scouts, Junior Achievement and 4-H chapters
- Neighborhood associations
- Municipal government services
- Police officers/fire fighters
- National Guard
- Ethnic associations and cultural organizations
- Artists, musicians, performing groups, theaters
- Elementary/secondary schools/vocational schools and colleges/universities
- Superintendents/principals/teachers/students
- Hospitals/health clinics
- Museums/historical preservation organizations/libraries
- Churches/synagogues/mosques/temples/shrines
- Newspapers/television/radio stations

Building & Maintaining Sister City Relations

④

FORMING COMMITTEES

The board of directors does not work alone; all work should be divided among task forces and committees. The level of the activity in a sister cities program determines the frequency of committee meetings. Depending on the program's agenda and goals, committees may meet bimonthly, monthly or quarterly. Special seasonal activities, such as summer youth exchanges, may prompt additional meetings. Typically, the board of directors meets monthly, and all volunteers come together at least once a year to review the past year's activities, to elect officers and to decide upon program activities for the coming year.

There are three types of committees serving different functions:

Standing committee, which oversees the internal management of the overall program
Administrative committee, which is assigned to a particular program area
Special committee, which is created as the need arises to deal with a one-time issue or an issue that needs special guidance

Building & Maintaining Sister City Relations

⑤

DESIGNING THE BUDGET

An annual budget for a sister cities program should include both cash-on-hand and donated in-kind services. While some businesses may not be able to give cash, they may be able to donate their services. The value of their services is a legitimate income for the program.

Membership dues for the local sister cities program are a way to raise some of the basic operating expenses for the program. The dues structure outlined below is based on a “typical” sister cities program for a medium-sized city with a population of 50,000. In many cases, that structure is altered according to the population of a city. Small cities have charged \$2 to \$5 for individual dues while larger cities have charged \$20 to \$25 for the same category. Initially, a sister city program may wish to start with a low figure for the first few years until it determines the actual cost of running the program.

In general, expenses for trips to the sister city are not included in the annual budget since participants pay their own way. Official representatives traveling to the sister city for a specific purpose other than vacation or touring, could deduct part of the cost of the trip from their taxes if the program is incorporated as a 501(c)(3) nonprofit corporation. SCI suggests that the program consult with an accountant to determine which expenses qualify as tax deductions.

Travel, for the most part, is paid by individuals or supported wholly or in part by special fundraisers the program may decide to undertake. The program, however, may want to support some type of annual travel expense from the annual budget for special types of exchanges, such as youth exchange scholarship or technical assistance projects.

Building & Maintaining Sister City Relations

⑤

DESIGNING THE BUDGET (Continued)

Expenses

The following is a list of typical expenses that the sister city programs can expect to incur. Several of these expenses are one-time costs only, and many may be donated as in-kind contributions from members.

- ~~One-time incorporation fee~~
- Publicity and printing (newsletter, program brochures, advertisements)
- Hosting visiting delegations
- Copying/postage/overnight mail
- Telephone/fax/e-mail/Internet services
- Web site design and storage
- Annual membership dues to SCI
- Gifts for sister city
- Scholarship assistance for youth exchange programs
- Technical assistance projects
- Fundraising expenses (to cover the initial outlay before the event)

→ This is valuable once the program has settled, and membership can be used for marketing and strengthening purposes.

Income

Annual membership dues are probably the easiest way for a sister cities committees to generate funds. The following is a sample breakdown of membership dues for a city with a population of 50,000, as noted above:

- Youth \$10
- Individual adult \$25 Family \$30
- Sponsor \$50
- Business \$50
- Organization \$100 Friend \$200 Patron \$500
- Benefactor \$1,000 +

→ This is a good way to get the community involved, but must be preceded by 1-2 years of very visible activities so that the public can see and understand the value and impact of the program.

Building & Maintaining Sister City Relations

⑤

DESIGNING THE BUDGET (Continued)

Other sources of funding and methods to generate income include:

- City government contributions
- Corporate donations
- U.S. government and foundation grants
- SCI grant programs
- Direct mail solicitation
- Sale of items (recipe books, T-shirts, bumper stickers)
- Fundraisers (auction, raffle, international dinner)
- In-kind contributions (printing, complimentary hotel rooms for visitors, legal services, meals, home-stays)

Achieving Success in a Fundraising Program

Fundraising has deep roots and a long history. While philanthropic traditions vary from nation to nation, results of generosity have been exceptional in many parts of the world. Unfortunately, fundraising sometimes has a tarnished reputation. Unethical and unprincipled practice has given it an aura of shame. Just as bad are some conventional attitudes about resource development it is begging, it is holding out the tin cup, it is demeaning. Many of these attitudes, however, are based on lack of knowledge and misunderstanding of the fundraising process. Fortunately, if sound fundraising principles are followed and practice is based on successful experience, much can be accomplished for nonprofit organizations.

Well-meaning individuals perceive a need and immediately seek to remedy it by seeking funds. This kind of practice frequently results in failure or a disagreeable experience. The following is a brief description of steps involved in a successful fundraising program.

Know basic market principles: Begin the fundraising process by realizing that it is a reciprocal relationship. Fees and other income rarely meet the budgetary demands of nonprofit services. Consequently, a nonprofit organization such as a sister city program, cultivates and solicits its clients and friends, many of whom become donors. A sister city program must remember that a donor has a right to expect something in return for a gift. As donors provide funds for programs and operating needs, they expect gratitude and recognition, as well as some intangible rewards such as a sense of belonging and making a difference.

Building & Maintaining Sister City Relations

⑥

GENERATING PUBLICITY

A comprehensive, well thought-out publicity (or public relations) plan will help the sister cities program create awareness, acceptance and understanding in the community. A successful publicity campaign will accumulate financial contributions, improve fundraising efforts, increase membership and advance community relations. In developing a publicity plan, there are no limitations set on innovation, other than ethical ones, to achieve the local program's objectives.

In order to successfully publicize the sister city program, members need to keep in mind two essential elements: good performance (a high-quality sister cities program) and good communication with the public.

This section focuses on effective public communications. In planning publicity for the sister cities program, members should consider implementing the following three common publicity tactics:

Publicizing the program using the local media

One of the most effective ways to get the message out about the mission, activities and events of the sister cities program is to utilize the media outlets in the community. To do this effectively, a program needs to have extensive knowledge of its history, current activities and participants. In addition, it needs to know the sources of news, what makes news and how to generate news.

Building & Maintaining Sister City Relations

⑥ *Publicizing the program through sister city publications*

The writing and production of printed materials is a major activity in most publicity campaigns. Unlike using the media to get the message out, the program has total control over what and how it addresses issues in its publications, as well as control over the distribution and the audience.

Types of publications:

Newsletters: A newsletter is a letter that carries news about the organization to its members or people interested in the program. This material should periodically be sent out and should convey news, opinions or other information.

Internet: Publishing news via e-mail and posting program activities on a Web site are effective means through which a sister city program can promote itself and attract members.

Brochures: Brochures are used to give a thorough explanation of one specific subject such as membership in the sister city program. Almost anything that requires considerable detail may be covered.

Leaflets: A leaflet is a single piece of printed-paper. It may be folded into several pages or consist of only one page. Because of their small size and low cost, leaflets are primarily used for notifying, welcoming or informing the public of an event or situation.

Reprints: A popular way to publicize and add credibility to the local program is through reprints of positive news articles covering the program. For years, the entertainment and restaurant industries have reprinted positive quotes and reviews to promote their products in paid advertisements. If a positive story appears in the local newspaper, chances are that the primary audience did not see it. It pays to make reprints of the best publicity material and send them directly to members, political officials, business leaders, prospective members and others.

Building & Maintaining Sister City Relations

⑥ GENERATING PUBLICITY (Continued)

Other printed material used in local sister city programs includes:

- Board minutes
- Posters
- Return cards
- Annual report
- Postcards
- Fact sheet
- Illustrated cards
- Questionnaire
- Self-mailer

Photos and artwork: Photographs, charts, diagrams, maps, cartoons, clip-art and other illustrations can perform an important role in every publication produced for the sister city program. They add interest, produce variety and often explain things better than words alone can do.

Publicizing the program through community outreach

There are many outlets for the ongoing promotion of the sister city program. The following list highlights a few ways that the members can garner recognition for its sister city program to increase membership recruitment, promote special events and increase local awareness of the program.

Public speaking engagements: Give public speaking opportunities as often as the program can schedule them. This form of publicity reaches specific audiences, while enabling the program to have complete control of its message. When giving a speech, keep in mind the four basic types of speeches: informative, persuasive, entertaining and technical.

Building & Maintaining Sister City Relations

⑥ GENERATING PUBLICITY (Continued)

Work with other local organizations: Every service club, women's group, political party, labor group, religious unit, association, civic organization, veteran's organization or other group is influential and essential to the program. Each group represents a segment of the community. Make a concerted effort to work with these groups. They can be reached by direct mail, speaking engagements, telephoning their members or interviewing their leaders.

Hold seminars, roundtables and workshops: A very effective way of promoting the activities of the programs is to hold seminars, round tables and workshops. One advantage is that the program has complete control over the program and the audience invited. A properly planned seminar, roundtable or workshop gives the audience worthwhile, practical and timely information and knowledge about the program.

Other successful ways to publicize the sister city program through community outreach:

- Notices in church bulletins
- Notices in other organizational and community newsletters
- Participation in community affairs and events such as panel discussions
- Floats in parades/fair booths/street banners
- Announcements of meetings in town club rosters
- Favors on hospital trays
- Placing the program's newsletter in doctor's and dentist's offices
- Exhibits/displays
- Bumper stickers/lapel pins/T-shirts

Sample Position Description for Liaison

SAMPLE POSITION AND JOB DESCRIPTION – Sister City Liaison Officer

Summary.

The Twin Falls **Sister City Liaison Officer** is the official ambassador for the city, and fills a key position in representing the interests of the City of Twin Falls, the Sister City's Board of Commissioners' organizations and the people of Twin Falls with peoples of a variety of backgrounds. This person should have the highest level of integrity, and be comfortable with working with peoples of any walk of life, race, ethnicity, language and must be an effective communicator, planner and problems solver. Must be able to work independently, as well under the direction of political bodies and individuals.

Reports To:

1. The City of Twin Falls, Economic Development Director
2. The Sister City Commission (The Sister City Liaison Officer is a voting member)

Budget: As set by the Sister City Commission

Supervises: Volunteer Staff (and assists with coordinating volunteer staff recruiting by committees of the Commission)

Liaison Officer Job Summary:

The Twin Falls Sister City Liaison must be an organized, efficient, and communicative liaison officer to coordinate between The City of Twin Falls, the Commission, the Commission members and their staff, and similar positions and organizations within the cities of Obihiro, Japan and Lezignan-Corbieres, France. The Liaison act as the middle person between all entities connected to the Sister City program to facilitate communication, program content, visitor schedules, meals, accommodations, and to resolve issues, improve communications, and generally ensure that the relationship is an asset to the City of Twin Falls, and its Sister Cities.

Liaison Officer Duties and Responsibilities

- Maintain thorough knowledge of the City, its resources and program and how they may impact those associated with the Sister Cities.
- Monitor, coordinate, and communicate strategic objectives of the all parties, with a clear understanding of how they may impact others.
- Collaborate and communicate successfully with dignitaries and their associates from the cities of Obihiro, Japan and Lezignan-Corbieres, France.
- Translate or interpret written and oral communication conducted in English, French and/or Japanese, and facilitate outside language resources, as necessary.
- Work with other Commission members and their staff to develop a failsafe communication platform between the commission and the Sister City partners.
- Develop and foster relationships with the community, stakeholders, and other entities
- Collect, analyze, and utilize data and feedback to identify opportunities to improve the relationship between the Twin Falls Sister City and others.
- Help in the planning of programs and activities, and the compilation of reports about particular incidents, events, or updates about important issue.
- Proactively solve conflicts and address issues that could occur between the TF Sister Cities and the other entity
- Responds quickly to incidents and other events as necessary, without being told or asked.
- Act as a positive representation of the City & Sister City Commission to the community and Sister Cities.
- Must be willing and able to utilize various types of transportation, including: air, rail, bus, car, etc.
- Must be an excellent public speaker, and plan and deliver presentations

Liaison Officer Requirements and Qualifications

- Bachelor's degree required (Masters or Doctoral Preferred) in economic development
- Business level Japanese and/or French written and spoken communication required
- Must have cultural understanding and significant experience in Japanese and/or French cultures
- Must possess the JLPT 1st Level in Japanese, or its equivalent, and/or a similar level of fluency in French.
- Customer-oriented attitude, with the ability to maneuver easily between all types of people and cultures.
- Excellent verbal and written communication skills and the capability to negotiate with and influence others
- Ability to establish and nurture beneficial, long-term relationships
- Self-motivated with a willingness to take initiative and solve complex problems
- Be able to analyze data and create necessary reports, and be sensitive to the privacy and other concerns of the agencies, citizens and media
- Ability to thrive in a fast-paced and sometimes high-pressure environment



Date: Monday, November 25, 2019
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning and Zoning Director

ACTION ITEM

Request:

ACTION ITEM: Request to adopt an ordinance for a vacation for platted easements and within lots 9, 10, and 11 block 1 in the Pinnacle Subdivision, c/o Canyon Properties, LLC & EHM Engineers, Inc. (PZ19-0119)

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On October 8, 2019, the Planning and Zoning Commission recommended approval of this request.

On November 12, 2019 the City Council conducted a Public Hearing on this item. At the conclusion of the Public Hearing and deliberation, the City Council approved the vacation request.

Approval Process:

In order to enact this ordinance today, Council would need to suspend the rules and place it on third and final reading by title only.

Budget Impact:

NA

Regulatory Impact:

Approval of this request will remove the limitation, or entitlement, for the specific area, as described on the plat or in other recorded documents. This area will become private property, and subject to current rules and regulations for taxes, zoning code compliance, and development.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by Council, staff has prepared an ordinance to finalize the process.

Attachments:

1. PZ19-0119 Federation Pointe VAC Ord

ORDINANCE NO. 2019-015

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF TWIN FALLS IDAHO, **VACATING THE EASEMENT**
DESCRIBED BELOW.

WHEREAS, Federation Pointe, LLC has made application for vacation of the easement located in a portion of lots 9, 10 and 11 of The Pinnacle Subdivision; in the City of Twin Falls; and

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 8th day of October, 2019, to consider the vacation of the easement below described; and,

WHEREAS, the City Planning & Zoning Commission has made recommendations known to the City Council for Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 12th day of November, 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF TWIN FALLS, IDAHO:

SECTION 1. The following described easement is hereby VACATED:

"Exhibit A" - Legal Description

SECTION 2. That the City Clerk immediately upon the passage and publication of this Ordinance as required by law certify a copy of the same and deliver said certified copy to the County Recorder's Office for indexing and recording, in the same manner as other instruments affecting the title to real property, as required by Idaho Code 50-1324(2).

PASSED BY THE CITY COUNCIL _____, 20____

SIGNED BY THE MAYOR _____, 20____

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 20____

Exhibit A
Legal Description
Easement Vacation
Twin Falls County, Idaho

Being a portion of that certain 20 foot wide Utility and Storm Water Retention Easement lying within Lots 9, 10, 11, Block 1 and River Vista Place (formerly Pinnacle Court) as shown on that certain map entitled "The Pinnacle Subdivision", recorded August 26, 1996 as Instrument No. 1996-014850 in the office of the County Recorder of Twin Falls, more particularly described as follows:

Beginning at the Southeast corner of Block 1 as shown on that certain map entitled "Rim Vista Condominiums", recorded August 20, 2009 as Instrument No. 2009-018990 in said office of the County Recorder of Twin Falls County and being the REAL POINT OF BEGINNING;

Thence, along said East Boundary of said map (2009-018990), North 25°22'10" East 20.26 feet to a point on said 20 foot wide Utility and Storm Water Retention Easement;

Thence, along said Easement, along the arc of a non-tangent 245.00 foot radius curve to the right, through a central angle of 05°12'56", an arc distance of 22.30 feet and a chord distance of 22.29 feet that bears South 70°44'38" East;

Thence, continuing along said Easement, South 68°08'11" East 25.00 feet;

Thence, continuing along said Easement, along the arc of a tangent 70.00 foot radius curve to the right, through a central angle of 111°11'14", an arc distance of 135.84 feet and a chord distance of 115.51 feet that bears South 12°32'34" East to a point on the Southwestern Boundary of said Lot 11; Thence, along said Southwestern Boundary, North 66°17'13" West 21.75 feet to a point on the River Vista Place Right-of-Way Boundary (formerly Pinnacle Court);

Thence, along said Right-of-Way Boundary, along the arc of a non-tangent 50.00 foot radius curve to the left, through a central angle of 119°28'07", an arc distance of 104.26 feet and a chord distance of 86.37 feet that bears North 08°24'07" West;

Thence, continuing along said Right-of-Way Boundary, North 68°08'11" West 25.00 feet;

Thence, along said Right-of-Way Boundary, along the arc of a tangent 225.00 foot radius curve to the left, through a central angle of 05°59'51", an arc distance of 23.55 feet and a chord distance of 23.54 feet that bears North 71°08'06" West to said REAL POINT OF BEGINNING.



Date: Monday, November 25, 2019
To: Honorable Mayor and City Council
From: Kathy Markus, Information Services, ITC Manager

ACTION ITEM

Request:

ACTION ITEM: Request to approve the contract with Central Square for Cad, Mobile, and Records Enterprise for a total cost of \$1,300,000.

Time Estimate:

15 Minutes

Background:

The City of Twin Falls has been using a CAD and RMS system provided by Executive Information Systems. This system, was purchased regionally in 2001. In 2016 they had an upgrade which we purchased which was supposed to include a CAD upgrade and provide us with workflows. This system had declined over the years. The system is no longer reliable and many of the features have stopped working. The technical support for the product is inadequate and the tools that are necessary for day to day operations are not functioning as they should.

The EIS system causes undue stress on the dispatchers. The CAD application locks up in the middle of calls, does not update the officer locations, has inaccurately translates the mapping, does not provide turn by turn directions, does not properly verify locations, does not interface with SIRCOMM, and has other issues. They don't feel like they can properly track their officers and keep them updated and safe. The software is also unreliable when it comes to queries. When they run people and property, it will not hit, but it will if they run it directly from the ILETs machines. This causes us to miss out on important information such as suspended drivers or wanted individuals.

The officers have problems in the field because their messages do not get to them, the application locks and they have to reset to receive information. They also have unreliable mapping information in the field. The information that the officers request in the field does not transfer to the report, so they have to recreate it.

The fire department relies on response time and the times reported in the system are incorrect for fire reporting. Many functions that can be automated are not. The same information is entered multiple times, data has to be faxed to other agencies, and spreadsheets have to be maintained to track information that the system can't.

We believe that Central Square is the solution to these problems. Central Square visited the City of Twin Falls to discover our existing processes, verify that they can accommodate us, and then they came and demonstrated their product. The City went through the RFP process and also had Motorola/Spillman demonstrate their product. 95% of the employees that completed the questionnaire voted to have Central Square as the vendor. The employees that did not vote for Central Square did not vote for a

product that responded to the RFP.

The employees mentioned that they liked the ease of use, the product capabilities, the ability to integrate, the features available to the officer's in the field, we can do parking tickets and citations all in the same system. redaction tools within RMS, audit abilities, Master Name Index (MNI) soundexing, MNI and QVI mandatory check (either we can make it mandatory or it already is, either way this is huge), unmerge feature, sealed vs. expunged records feature, query builder appeared to be very user friendly and powerful, ability to email documents, ability to send a notification (to outside agency - parking tickets) or route reports electronically, it has the different clearing codes for detectives vs NIBRS clearance codes which we've never been able to do. It seems to have all the necessary modules we will need. Evidence will be able to generate letters to owners directly from within the system, alert capabilities, we are able to pull a charge forward and update it. Case management meets our needs. Ability to change an original case to a supplement when needed without re-entry. NCIC capabilities to run from our desktop. We can make mandatory fields for entry if needed and errors when trying to validate will take you directly to the problem area so officer can make necessary corrections. The interfaces between E-Impact, E-citations, and court services is huge for us because it will eliminate a lot of redundant work! Interoperability with surrounding agencies will be great as well!

Dispatchers also indicated when you run a plate or person for an officer, it automatically can attach to the call. It can save time when looking up people through the updated RMS system. I liked that you are able to pin different call boards so you don't always see them but they are still accessible to the dispatcher. I like that you are able to adjust the CAD how you want it and it automatically saves for when we log in again. I like that it can recognize closest unit when it's a high priority call. I like that it will register both old and new locations if it hasn't been updated or someone knows it as something older than the new company. I like that it keeps trespass info in the unit tab. It makes it easier on us because we can just look at the address and see who has been trespassed. I like that our reference book and SOP's can be integrated into the CAD. It gives us 3 ways of looking up our information. I like that we would be able to do CAD to CAD with Sircomm. I can see there being issues but can definitely be a good thing in our future with where we are moving to as a center. I like the URL portion for Records. It won't put so many calls for service on the board and we won't have to figure out if that is something records is taking or if an officer has to take it. I like the link and append to existing calls option because we do get so many 911 calls if it's a high priority call. I like that when an officer is enroute to a different location that when they arrive themselves, it will arrive at the right location and not at the original location of the call. I like that we can also create BOLO's through the cad system and it can auto generate the information. I like on the fire section that it can auto dispatch for fire if we have a high priority call and we are still having to take other calls.

Central Square is compatible with our existing Microsoft Infrastructure, is an on premise solution, has all of the features that the Public Safety Team requested, allows us the ability to configure and customize our data, enables us to create our own modules build our own forms, workflows, notifications, validations, data collection modules and fast track our reporting. The applications are web-based and work on all web enabled devices.

Central Square is able to interface with the SIRCOMM CAD system and the County system. We regularly work with our regional partners and the ability to share data is critical. The mapping and location features will improve our response times and decrease the stress on the responders and the dispatchers.

The Police Chief, Fire Chief, CCC Manager, and Code Enforcement Coordinator will give brief overviews of the benefits Central Square will provide to their departments. Ken Schulte, our Account Executive from Central Square, will present an overview of the Central Square Company.

The City Attorney has reviewed the contract documents and all proposed changes have been included.

The project is expected to be completed in 14 to 18 months.

The total cost for the product is \$1,300,000. Central Square has offered discounts that total \$365,313.03. Some of these can easily be seen on the proposal and others are concessions that have saved us licensing fees. We believe that this product will increase the safety of our officer, ease stress, and make our public safety employees more efficient. The vendor is constantly enhancing the product and pushes those enhancements out without additional fees. We believe that Central Square will be our partner and this product will take us through the next 10 to 20 years.

Approval Process:

Majority Vote

Budget Impact:

1,300,000 from reserves.

Yearly maintenance fees of \$175,814.43 will be due one year after the "go live" date. (If we go live in July of 2021, the 1st maintenance fee will be due in July of 2022. These fees will increase by 5% each year.)

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The Public Safety Team is excited about the opportunity implement the Central Square CAD, Mobile and Records Enterprise to have improved safety, increase its efficiencies and better serve the community of Twin Falls.

Attachments:

1. Twin Falls System Purchase Agreement
2. Twin Falls Software Support Agreement
3. Twin Falls Subscription Service License and Use Agreement



TriTech Software Systems a
CentralSquare Technologies
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com

SYSTEM PURCHASE AGREEMENT

TRITECH SOFTWARE SYSTEMS

FOR

CITY OF TWIN FALLS, ID

SYSTEM PURCHASE AGREEMENT

TABLE OF CONTENTS

1.0	INTRODUCTION	4
2.0	ADDENDA.....	4
3.0	DEFINITIONS	5
4.0	PRICES AND PAYMENT	9
5.0	SOFTWARE LICENSES	10
6.0	DELIVERY, INSTALLATION, SERVICES, TITLE TO EQUIPMENT, AND RISK OF LOSS	12
7.0	SITE PREPARATION	14
8.0	ACCEPTANCE.....	14
9.0	CONFIDENTIALITY AND PROPRIETARY RIGHTS	15
10.0	LIMITED WARRANTIES	17
11.0	MAINTENANCE AND SOFTWARE SUPPORT	19
12.0	SOURCE CODE ESCROW	20
13.0	DEFAULT AND TERMINATION	22
14.0	LIABILITY.....	23
15.0	INSURANCE	24
16.0	COPYRIGHT & TRADE SECRET INFRINGEMENT	24
17.0	DISPUTE RESOLUTION.....	25
18.0	SALES, USE AND PROPERTY TAX.....	25
19.0	SEVERABILITY.....	25
20.0	FORCE MAJEURE/EXCUSABLE DELAY	25
21.0	CONSTRUCTION AND HEADINGS	25
22.0	WAIVER	26
23.0	ENTIRE AGREEMENT.....	26
24.0	APPLICABLE LAW.....	26
25.0	ASSIGNMENT	26
26.0	NOTICES.....	26
27.0	ORDER OF PRECEDENCE.....	27
28.0	GENERAL TERMS.....	27
	ADDENDUM A	29

ADDENDUM B 31
ADDENDUM C 32
ADDENDUM D 33
ADDENDUM E 34
ADDENDUM F 35
ADDENDUM G 36

SYSTEM PURCHASE AGREEMENT

Client: City of Twin Falls
Address: 203 Main Ave E #320
City, State, Zip: Twin Falls, ID 83301
Phone: (208) 735-7222
Contact Name: Kathy Markus

1.0 INTRODUCTION

1.1 This Agreement, is made by and between TriTech Software Systems, referred to as “TriTech”, a CentralSquare Technologies, LLC company, with offices at 1000 Business Center Drive, Lake Mary, FL 32746, 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 CentralSquare public safety system (the “System”) consisting of software Subsystems and applications set forth in Addendum B, including applicable Interfaces, software, equipment and services (the “Project”) as more fully described in this Agreement and the Addenda hereto.

1.3 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:

Addendum A	Statement of Work (SOW)
Addendum B	Pricing Proposal
Addendum C	Subscription Service License & Use Agreement
Addendum D	Subcontractor Software, Hardware & Services*
Addendum E	Subcontractor License, Warranty & Support Agreements*
Addendum F	System Planning Document**
Addendum G	Master Three Party Source Code Escrow Agreement*

*If applicable

** Supplied as a deliverable during Project Implementation

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 B, 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 B, 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 “Demonstration of Licensed Functionality (“DOLF”)” means the verification of configuration procedures for a Subsystem, conducted as described in the Statement of Work.

3.7 “Designated Location(s)” means the physical site(s) at which a Subsystem is installed as specified in Addendum A, Statement of Work.

3.8 “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.

3.9 “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.

3.10 “Equipment” means the computer system equipment specified in Addendum B of this Agreement. TriTech may substitute equipment for that specified in Addendum B provided that such equipment will substantially meet the requirements of the Specifications and this Agreement. Equipment does not include hardware supplied by Subcontractors listed in Addendum D.

3.11 “Functional Acceptance Test (“FAT”)” means the pre-Go Live test process for a Subsystem as further defined in Section 8.2 and the Statement of Work.

3.12 “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.

3.13 “Help Desk” means the TriTech telephonic support services provided as described in the applicable Software Support Agreement.

3.14 “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).

3.15 “Interface”, collectively or individually, means the interface software described in Addendum B.

3.16 “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.

3.17 “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. 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.

3.18 “Production System” means the primary computer system for live operations of the TriTech Software.

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

3.21 “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 Client’s expense. If it is determined 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. However, if it is determined that the problem was

attributable to the TriTech software then Client will not be responsible for labor and travel costs for such on-site visit.

3.22 “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.

3.23 “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.

3.24 “Source Code” means the high-level computer instructions for Software used to generate object code.

3.25 “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) (“OSD”) 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.

3.26 “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.

3.27 “Subcontractor” means one of the entities identified in the Statement of Work as subcontractors to TriTech, if applicable.

3.28 “Subcontractor Hardware” means the hardware supplied by a Subcontractor as part of its Subsystem, and identified in Addendum D, if applicable.

3.29 “Subcontractor Software” means software supplied by a Subcontractor as part of its Subsystem and listed in Addendum D, if applicable.

3.30 “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 CAD, Inform Mobile, Inform RMS, are Subsystems under this Agreement.)

3.31 “Subsystem Software” means individually or collectively the Software provided under this Agreement for each of the Subsystems.

3.32 “System” means collectively all Subsystems that make up the integrated Computer System referred to in paragraph 1.2 of this Agreement and more fully described in the Statement of Work.

3.33 “System Software” means the software identified in Addendum B which includes, without limitation, operating system software, DBMS Software, and communications software.

3.34 “Task Completion Report” or “TCR” means the document presented by TriTech’s Project Manager to the Client for signature upon completion of a Deliverable.

3.35 “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.

3.36 “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.

3.37 “TriTech Software” means the object code compiled version of the software specified in Addendum B of this Agreement, and any Modifications provided hereunder.

3.38 “Update” means revisions or additions to Software provided by the Vendor thereof. Updates include all standard updates that become part of the most current standard Software version. 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.

3.39 “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.

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

3.41 “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.

3.42 “Warranty Period” means the period starting at first Go Live for each 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. Software Support provided under Warranty for each Subsystem shall be provided for a full twelve (12) months from the Go Live date of said Subsystem. All Subsystem Software Support services provided under Warranty shall run contemporaneously with the Warranty Period and any remaining Subsystem Software Support services provided under Warranty shall be provided via a credit due on a pro-rated basis for the following year.

3.43 “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 B. Client shall pay the Contract Price without deduction or offset on the terms specified in Addendum B, pursuant to invoices issued by TriTech which shall be due net thirty (30) days upon receipt of an undisputed invoice unless otherwise stated in the invoice.

4.1.1 For each payment milestone identified in Addendum B, 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 B 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 are due net thirty (30) days and 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.

5.0 SOFTWARE LICENSES

5.1 In consideration for, and subject to, the payment of the license fee(s) specified in Addendum B 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 Designated Location, in the applicable environment (e.g.,

Production, Test, Training, or Disaster Recovery System) and in the quantity set forth in Addendum B. 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. Notwithstanding, Client shall be entitled to Use Subsystem Software at the applicable Designated Location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other governmental agencies/entities in the county and state of the Designated Location, provided that the Subsystem Software is installed and operated at only one physical location.

5.1.1.1 Each copy of the TriTech Software provided under this license that is identified in Addendum B 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.

5.1.1.2 Notwithstanding anything to the contrary in this Section, if Client has purchased the Inform CAD API license, Client may use such Software to develop original applications which interface with the TriTech Software. The development and use of such interfacing applications is specifically permitted under the licenses herein and shall not be deemed derivative works provided that they are not, in fact, derived from the TriTech Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, Client shall not acquire any right, title or interest in the TriTech Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, TriTech shall not acquire any right, title or interest in such Client developed non-derived applications, whether as owner, joint owner or otherwise.

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 C.

5.1.3 Subcontractor Software: Licenses for any Subcontractor Software are set forth in Addendum E.

5.1.4 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 except as specifically provided under Section 12.0 (Source Code Escrow).

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 13.4 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 (20.0) 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 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 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 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.

6.8 TriTech retains and Client hereby grants to TriTech a purchase money security interest in the Software licenses, Equipment, and other items acquired hereunder and in all accessions to, replacement of, and proceeds from said items, as security for the payment of the Contract Price. As used in this paragraph, "proceeds" include whatever is receivable or received when proceeds or collateral is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance related thereto. (Nothing herein shall be deemed to grant or constitute a right to Client to transfer any Software licensed hereunder to any third party.) Client shall, at TriTech's request, sign a financing statement and such other documents as TriTech reasonably requires to perfect its security interest. Such security interest shall be released upon full payment of the Contract Price.

6.9 Until full payment of the Contract Price is made, Client shall maintain the items purchased/licensed under this Agreement in good order and repair at Client's expense, except as otherwise provided under the warranty provisions of this Agreement or any applicable third party warranty, and shall use such items in a manner that will not subject them to waste or deterioration.

6.10 Client shall not, without the prior written consent of TriTech, sell, lease, encumber or otherwise dispose of the items purchased under this Agreement until TriTech's security interest hereunder has been released. (Nothing in the foregoing shall be deemed to grant or imply any

license or other right to Client to sell, lend, rent, lease or otherwise transfer the TriTech Software to a third party.)

6.11 Should Client (i) fail to pay any amount specified in this Agreement when it becomes due, (ii) fail to perform any provision of this Agreement to be performed by it, (iii) make an assignment for the benefit of creditors, (iv) suffer the appointment of a receiver for any substantial part of its assets, (v) institute any proceedings for dissolution or full or partial liquidation, or (vi) commence proceedings in bankruptcy for liquidation or reorganization, Client shall be in default of this Agreement under Article 9 of the Uniform Commercial Code, and TriTech shall have the rights and remedies afforded a secured party by the chapter of “Default” of Article 9 of the Uniform Commercial Code then in effect, subject to Section 13.1 herein. In conjunction with the above-named chapter, but not by way of limitation, TriTech may:

6.11.1 Require Client to disassemble the Equipment, other hardware, and permanently remove the Software from Client’s computers or other storage media or locations and make all such items available to TriTech at Client’s premises or such other location as is mutually agreed by the Parties.

6.11.2 Render said Software unusable.

6.11.3 Apply the proceeds received from the sale or other disposition of the equipment or software acquired hereunder, in addition to the items specified in Article 9 of the Uniform Commercial Code, against payment of reasonable attorneys’ fees and legal expenses incurred by TriTech as a result of Client’s default.

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, and Addendum F (the System Planning Document), the Documentation, or as otherwise specified by TriTech in writing.

8.0 ACCEPTANCE

8.1 General. Testing of the System and Subsystems shall occur throughout the Project life cycle as further defined in the Statement of Work (“SOW”). Prior to conducting the Functional Acceptance Test (“FAT”) process as defined below, TriTech shall provide the standard FAT documents for the System and Subsystems. TriTech shall conduct the FAT with the Client’s participation in accordance with the Project plan. Individual test cases within the FAT documents shall have pass/fail criteria and with results provided to the Client in a test report. Client shall not suspend testing when problems are experienced and restart a FAT when the problems are corrected unless the problems prevent continuing with FAT testing. If FAT testing must be suspended pending corrective action, Client shall promptly advise TriTech by the fastest available means. During the FAT process, any FAT issues detected will be mutually defined and agreed upon as Pre-Go Live Issues to be corrected prior to Go Live, or Post Go Live Issues that do not affect the Go Live readiness of the System and will be corrected following Go Live. The FAT process and milestones are further defined in the SOW.

8.2 Final Subsystem Testing. Following the test processes defined in the SOW, and Client and TriTech's mutual agreement of the Go Live Date, upon Go Live for those Subsystems that Go Live together or separately, the Client shall utilize the Subsystem(s) for a thirty (30) day Acceptance test period ("the Acceptance Test Period") to verify operational system and Subsystem functionality in a live environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Addendum B of the Software Support Agreement) are reported and verified during such thirty (30) day period, the Subsystem(s) shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Acceptance Test Period, TriTech shall commence actions in accordance with the Software Support Agreement to correct the reported error.

8.2.1 In the event that a Critical Priority Software Error occurs between day one (1) and day thirty (30) of the Acceptance Test Period, the Acceptance Test Period will be stopped and restarted at day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement.

8.2.2 In the event that an Urgent Priority Software Error occurs between day one (1) and day fifteen (15), the Acceptance Test Period will be stopped and restarted from day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement. If the Software Error occurs between day fifteen (15) and day thirty (30), the Acceptance Test Period will be stopped and restarted from the day the resolution has been provided in accordance with the Software Support Agreement.

8.3 Inform Mobile Testing. Client will receive Train the Trainer training, as further defined in the SOW, on the operational use and installation of Inform Mobile. TriTech will Deliver and configure the Inform Mobile software to the Designated Location and provide installation services on at least five (5) mobile units. Installation of the remaining mobile units will be conducted by Client. TriTech's project team will test the system configuration and functionality on the TriTech installed mobile unit by running the Inform Mobile FAT with the Client as described in the SOW. TriTech and Client will document any issues detected. At the conclusion of the above-described installation and testing the Parties shall jointly acknowledge Inform Mobile Subsystem acceptance, which acceptance shall not be unreasonably delayed or withheld. Client is responsible for mobile server and unit connectivity to the mobile network infrastructure and the wireless network.

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, IRDs and FATs, 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 unless expressly authorized by Section 12.0 (Source Code Escrow) herein.

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 F 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 B.

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. Notwithstanding the above, any losses caused by a virus introduced by TriTech will be offset by TriTech's insurance.

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 B 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

10.3.1 All mapping data provided by Client will be reflected accurately in the CAD geovalidation and mapping Subsystems as presented in source topology and attributes.

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 C.

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

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

11.4 Subcontractor Hardware and Software. The initial twelve (12) month maintenance and support period for those Vendors identified in Addendum D will be provided to Client by the

respective Vendors as Subcontractors to TriTech. During this time, Client shall contact TriTech in accordance with the procedures in the Software Support Agreement to report any errors or defects detected with respect to such items. During this time; TriTech shall assist Client in determining the nature of the problem, and will contact the appropriate Vendor for resolution; TriTech will use commercially reasonable efforts to follow-up with the Vendor and maintain contact with both the Vendor and Client to coordinate problem resolution. Support and maintenance will be provided in accordance with the respective Vendor's support and maintenance agreements, attached hereto at Addendum E. At the conclusion of such initial annual maintenance and support period, maintenance and support shall be subject to and provided in accordance with any maintenance agreements between Client and the respective Vendors. TriTech shall not be a party to such maintenance and support agreements nor shall TriTech have any liability thereunder. Thereafter, provided that Client maintains in force an annual TriTech Software Support Agreement, Client may contact TriTech in accordance with the Software Support Agreement, and TriTech shall provide Help Desk services to Client with respect to the reported problem only to the extent relating to TriTech Software or determining if the problem is due to any third party or Vendor other than TriTech. If the problem is due to a third party or Vendor other than TriTech, Client is responsible for contacting the Vendor or third party for any further support or maintenance services for the problem. TriTech has no obligations to provide maintenance or support for any non-TriTech Software except as specifically provided in this Section 11.4.

11.5 Equipment. Maintenance and support for all Equipment sold hereunder 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.

11.6 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 absolve, discharge and release TriTech from any obligations, damages 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, caused by the installation of such third party software. In the event that such third party software installed by Client results in support tickets which cannot be resolved unless

such third party software is uninstalled, Client agrees to either uninstall such software or to release TriTech from the obligation of resolving the ticket.

12.0 SOURCE CODE ESCROW

12.1 TriTech Software. Subject to payment of the applicable escrow fees by Client and Client's execution of the applicable escrow documents, TriTech shall enroll Client as a Preferred Beneficiary of the applicable TriTech Source Code escrow account with Iron Mountain Intellectual Property Management (the "Escrow Agent"). A copy of TriTech's Master Preferred Escrow Agreement with Iron Mountain is attached at Addendum G. Client shall pay all escrow fees and expenses associated with the Escrow, including but not limited to first year fees (which are included as a line item in the Contract Price), renewal year fees, and fees for additional services, if any, selected by Client. Each month, TriTech shall deposit in Escrow updated Source Code containing (i) all Updates to the TriTech Software released during the preceding month and (ii) any TriTech Software Modification and/or Interfaces released for live operations during the preceding month. Source Code Escrow shall be kept in effect until (i) Client gives TriTech written notice of termination of the escrow, (ii) the escrow is canceled by the Escrow Agent due to non-payment of escrow charges by Client, or (iii) this Agreement is terminated. Source Code released under the terms of the Source Code Escrow Agreement shall be deemed part of the TriTech Software hereunder, subject to the terms and conditions of this Agreement, including but not limited to the license terms in Section 5.0, except as modified below.

12.1.1 Source Code shall be released to Client only upon the occurrence of and only during the duration of one of the following conditions:

12.1.1.1 TriTech's persistent and uncured failure to carry out or provide for the carrying out of material warranty obligations imposed upon it pursuant to this Agreement or any Software Support Agreement between the Parties with respect to the TriTech Software, which failure persists for a period of 30 days after written notice from Client to TriTech asserting such failure and the intention to demand a release of Source Code from escrow, or

12.1.1.2 TriTech's failure to continue to do business in the ordinary course without providing an alternate source of warranty or Software Support by a ready, willing and able assignee.

12.1.2 The escrowed Source Code and other material released to Client hereunder shall be subject to all of the terms and conditions of this Agreement, including without limitation the Confidentiality provisions herein, except as specifically modified in this paragraph. Without limiting the generality of the foregoing, the Source Code shall, except for periods of actual use, be kept in a secure, locked container and/or a secure protected computer file with access limited only to those with a need to know for purposes of software maintenance. Any person or entity granted access shall be required to agree in writing to comply with this paragraph. TriTech shall, upon request, be provided with a copy of such agreement(s).

12.1.3 Provided that a release of Source Code is rightfully made hereunder, Client is granted a license to copy and Use the Source Code for the sole purpose of software maintenance. For purposes of these Source Code Escrow provisions, the term "software maintenance" means

correction of software errors and preparation of software modifications and enhancements for Client's internal use only. If Client creates new and original computer code not derived from the TriTech Software or the ideas, processes, methods of operation, technology or know-how implemented therein, in the process of software maintenance, the intellectual property rights (including copyright, patent and trade secret) in and to that specific new and original code shall be owned by Client. However, if Client's enhancements or other modifications result in the creation of a derivative work from the TriTech Software, or a work based upon the ideas, processes, methods of operation, technology or know-how implemented therein, the intellectual property rights (including copyright, patent and trade secret) in and to such work shall be owned by TriTech and Client's rights to use such work shall be limited to those granted with respect to the TriTech Software in this Agreement. No rights to distribute Source Code or derivative works therefrom are granted hereunder.

12.2 Subcontractor Source Code Escrow. If Client desires to enter into Source Code escrow agreements for the Subcontractor Software provided hereunder, such agreements shall be entered into directly between Client and the licensors thereof. TriTech shall not be a party to such Subcontractor Source Code escrow agreements.

13.0 DEFAULT AND TERMINATION

13.1 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.

13.1.1 In the event of termination in accordance with paragraph 13.1 above, TriTech's subcontractors providing software licenses hereunder may also terminate such licenses granted to Client with respect to this Agreement.

13.2 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.

13.3 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. Notwithstanding anything contained herein, Client shall not be obligated to remove or destroy any of Client's data.

13.4 Non Appropriation. This Agreement and the obligations of the Client hereunder do not constitute a multi-year fiscal obligation and are expressly contingent upon the Client's governing body budgeting and appropriating the funds necessary to fulfill the Client's obligations hereunder. This Agreement is automatically terminated at no cost or liability to the Client on October 1st of the first fiscal year for which funds are not appropriated regardless of any notice period required in this Agreement. Before such termination, Client will provide a good faith effort in order to secure the necessary funding in order to fulfil Client's obligations. Client shall give TriTech written notice of such non-appropriation. TriTech shall be entitled to payment for all fees and expenses earned up to the date of such termination.

14.0 LIABILITY

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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. HOWEVER, IF EITHER PARTY IS NEGLIGENT, ANY RELATED DAMAGES MAY BE ASSESSED AS NECESSARY SUBJECT TO SECTION 14.2 ABOVE.

15.0 INSURANCE

15.1 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 a policy of General Liability Insurance with coverage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

15.2 Upon the written request of Client, TriTech shall cause Client to be added as an additional insured to the above-described policy.

16.0 COPYRIGHT & TRADE SECRET INFRINGEMENT

16.1 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 14.0 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).

16.2 Notwithstanding the above, TriTech shall have no duty under this section 16.0 with respect to, and Client shall 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 16.0 states the entire obligation of TriTech regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

17.0 DISPUTE RESOLUTION

17.1 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 within sixty (60) days of the initial written request, either Party may take appropriate legal action.

18.0 SALES, USE AND PROPERTY TAX

18.1 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.

19.0 SEVERABILITY

19.1 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.

20.0 FORCE MAJEURE/EXCUSABLE DELAY

20.1 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.

21.0 CONSTRUCTION AND HEADINGS

21.1 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.

22.0 WAIVER

22.1 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.

22.2 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.

23.0 ENTIRE AGREEMENT

23.1 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.

24.0 APPLICABLE LAW

24.1 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 Idaho without regard to its conflict of laws provisions.

25.0 ASSIGNMENT

25.1 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.

26.0 NOTICES

26.1 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:
City of Twin Falls
203 Main Ave E #320
Twin Falls, Idaho 83301
Attn: Information Technology

To TriTech:
TriTech Software Systems
1000 Business Center Drive
Lake Mary, FL 32746
Attn: Contracts

27.0 ORDER OF PRECEDENCE

27.1 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 Client approved OSDs, IRDs, IFCDs and FTs.

28.0 OTHER ENTITIES

28.1 The parties agree that for a period of two (2) years from the Effective Date of this Agreement, other public entities within the State of Idaho may use this Agreement as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including: Pricing, Payment Terms, and System Acceptance. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

29.0 GENERAL TERMS

29.1 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.

29.2 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.

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

29.4 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.

29.5 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.

29.6 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.

29.7 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.

29.8 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.

CLIENT

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

ADDENDUM A

PROPRIETARY INFORMATION¹

STATEMENT OF WORK WITH ATTACHED APPLICABLE SUBCONTRACTOR STATEMENTS OF WORK WHICH ARE INCORPORATED HEREIN BY REFERENCE

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 B

PROPRIETARY INFORMATION¹

PRICING INCLUDING LINE ITEM LICENSE COUNTS & PAYMENT TERMS

TriTech Software License Fee(s)

SIN #	Product Code	Inform CAD Software License Fee(s)	Unit Price	Qty	Total Price
132-33 SW License	IN-SW-120007-001	Inform CAD Position	\$9,068.01	5	\$45,340.05
132-33 SW License	IN-SW-120001-001	Inform CAD Server Software (A - 1-5 Positions)	\$24,483.63	1	\$24,483.63
Open Market Product	IN-SW-100057-001	Inform CAD Routing Server	\$18,700.00	1	\$18,700.00
132-33 SW License	IN-SW-120015-001	Inform CAD the Archive Server Software	\$2,267.00	1	\$2,267.00
132-33 SW License	IN-SW-120036-001	Inform CAD The GISLink Utility	\$4,534.01	1	\$4,534.01
132-33 SW License	IN-SW-120033-001	NCIC/State Query Position for Inform CAD	\$453.40	5	\$2,267.00
132-33 SW License	IN-SW-110001-001	Inform CAD Browser (A - 1-40 Concurrent Users)	\$9,068.01	1	\$9,068.01
132-33 SW License	IN-SW-190095-001	Inform CAD Test or Training System	\$0.00	2	\$0.00
132-33 SW License	IN-SW-120053-001	Inform CAD Standard Alpha Numeric Paging Interface	\$8,161.21	1	\$8,161.21
132-33 SW License	IN-SW-120054-001	Standard ANI/ALI Interface	\$8,161.21	1	\$8,161.21
132-33 SW License	IN-SW-120048-001	Standard EMD Integration	\$453.40	5	\$2,267.00
132-33 SW License	IN-SW-120060-001	Standard Inform CAD to External System Incident Data Transfer Interface 1) Zoll Fire RMS 2) EMS Charts	\$13,602.02	2	\$27,204.04
Open Market Product	IN-SW-100069-001	Inform CAD Mapping Test or Training	\$500.00	2	\$1,000.00
Open Market Product	IN-SW-100069-001	Inform CAD Routing Server - Test or Training System	\$0.00	2	\$0.00
Open Market Product	IN-SW-100069-001	Standard Inform CAD to Inform CAD Advanced Interface (single side) – SIRCOMM	\$0.00	1	\$0.00
Open Market Product	IN-SW-100069-001	Inform CAD Mapping	\$500.00	5	\$2,500.00
Open Market Product	IN-SW-100069-001	TriTech Message Switch	\$22,000.00	1	\$22,000.00
132-33 SW License	IN-SW-120011-001	NCIC/State Message Switch Additional Connection	\$6,801.01	1	\$6,801.01
132-33 SW License	IN-SW-120012-001	NCIC/State Message Switch Additional Query	\$2,267.00	3	\$6,801.00
Open Market Product	IN-SW-100069-001	RapidSOS Interface	\$12,500.00	1	\$12,500.00
132-33 SW License	IN-SW-120050-001	Standard Pictometry Integration	\$6,801.01	1	\$6,801.01
Open Market Product	IN-SW-100069-001	TriTech Message Switch Query Builder	\$20,000.00	1	\$20,000.00

Inform CAD Software License Fee(s) Subtotal:

\$230,856.18

SIN #	Product Code	Inform RMS Software License Fee(s)	Unit Price	Qty	Total Price
-------	--------------	------------------------------------	------------	-----	-------------

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.

132-33 SW License	IN-SW-100118-001	Inform RMS Reporting Server License	\$2,500.00	1	\$2,500.00
Open Market Product	IN-SW-100174-001	Inform RMS Concurrent User License	\$1,350.00	31	\$41,850.00
132-33 SW License	IN-SW-100096-001	Inform RMS Server Software (A - 1-50 Users)	\$31,738.04	1	\$31,738.04
132-33 SW License	IN-SW-190108-001	NCIC/State Software Position Inform RMS or Jail v4.6+	\$453.40	3	\$1,360.20
132-33 SW License	IN-SW-180013-001	Inform RMS v4.6+ Accident	\$11,850.08	1	\$11,850.08
132-33 SW License	IN-SW-180015-001	Inform RMS v4.6+ Evidence and Barcoding	\$11,851.89	1	\$11,851.89
Open Market Product	IN-SW-190129-001	Inform RMS GIS (With CAD)	\$0.00	1	\$0.00
132-33 SW License	IN-SW-190103-001	Inform RMS / Jail v4.6+ Test or Training System	\$0.00	2	\$0.00
Open Market Product	IN-SW-100069-001	Twin Falls County Jail Booking Form Interface	\$0.00	1	\$0.00

Inform RMS Software License Fee(s) Subtotal:

\$101,150.21

SIN #	Product Code	Inform Mobile Software License Fee(s)	Unit Price	Qty	Total Price
132-33 SW License	IN-SW-170003-001	Inform Mobile Server Software (B - 41-100 Positions)	\$22,670.03	1	\$22,670.03
132-33 SW License	IN-SW-170010-001	Inform Mobile Base Position	\$725.44	5	\$3,627.20
132-33 SW License	IN-SW-170009-001	Inform Mobile Base Position with CJIS/NCIC Forms	\$906.80	48	\$43,526.40
132-33 SW License	IN-SW-190099-001	Inform Mobile Test or Training System	\$0.00	2	\$0.00
Open Market Product	IN-SW-100069-001	Inform Mobile Mapping	\$200.00	53	\$10,600.00
Open Market Product	IN-SW-100069-001	Inform Mobile Mapping Test or Training	\$200.00	2	\$400.00

Inform Mobile Software License Fee(s) Subtotal:

\$80,823.63

TriTech Software License Fee(s) Total:

\$412,830.02

TriTech Implementation Service Fee(s)

SIN #	Product Code	CAD Implementation Service Fee(s)	Unit Price	Qty	Total Price
132-50 Training	IN-SV-120018-001	Inform CAD Administration Training Course (Code File management) (3 day class - Per class - at client site up to 10 students)	\$3,808.56	1	\$3,808.56
132-51 IT Professional Services	IN-SV-120013-001	Inform CAD Business Analysis and Consultation Services	\$158.69	65	\$10,314.85
Open Market Product	IN-SV-100055-001	Inform CAD Caller Location Query Installation and Configuration	\$1,400.00	1	\$1,400.00
132-51 IT Professional Services	IN-SV-190024-001	Inform CAD Interface Server Configuration (per interface server)	\$793.45	2	\$1,586.90
132-51 IT Professional Services	IN-SV-100072-001	Inform CAD Test/Training Server Configuration (Includes Inform CAD Server and Unit Swap)	\$3,332.49	2	\$6,664.98
Open Market Product	IN-SV-120090-001	Inform CAD Standard Functional Acceptance and Integration Testing - (A - 1-5 positions)	\$3,500.00	1	\$3,500.00
Open Market Product	IN-SV-120098-001	Routing/GIS Server Implementation	\$2,100.00	3	\$6,300.00
132-51 IT Professional Services	IN-SV-120007-001	Inform CAD System Configuration & DOLF (A - per DOLF Session, 1-5 Positions)	\$12,695.21	1	\$12,695.21
132-50 Training	IN-SV-100071-001	GISLink Training Course (3 day Onsite)	\$3,808.56	1	\$3,808.56
132-51 IT Professional Services	IN-SV-120001-001	Inform CAD System Orientation/Analysis (A - 1-5 Positions)	\$6,347.61	1	\$6,347.61
132-51 IT Professional Services	IN-SV-190076-001	Onsite Go Live Support Services for Inform CAD and Mobile (1 person - 2 days, 24 hour coverage)	\$7,707.81	1	\$7,707.81
132-51 IT Professional	IN-SV-120039-001	Custom Inform CAD Mapping Conversion	\$18,249.37	1	\$18,249.37

System Purchase Agreement

Services		Services (Client supplied data)			
132-51 IT Professional Services	IN-SV-100074-001	Base Inform CAD Production System Installation (Includes Database Server, Web Server, Comm Server, 1 instance of Browser, up to 5 CAD workstations, Unit Swap, NetClock and Archive and Reporting Server)	\$8,727.96	1	\$8,727.96
Open Market Product	IN-SV-120097-001	Inform CAD Workshop (4 day - Per class - at client site)	\$7,000.00	1	\$7,000.00
132-50 Training	IN-SV-120019-001	Inform CAD Supervisor Training (Five days, up to 10 students)	\$6,347.61	1	\$6,347.61
132-50 Training	IN-SV-190009-001	Inform CAD and Mobile System Administration Training Course (Per student - 4-5 days at TriTech)	\$1,314.86	1	\$1,314.86
132-50 Training	IN-SV-120015-001	Inform CAD User Training Course (Per class - 4-day class up to 10 students)	\$5,078.09	3	\$15,234.27
Open Market Product	IN-SV-100055-001	Standard Inform CAD to Inform CAD Advanced Interface Configuration Services (single side) – SIRCOMM	\$10,000.00	2	\$20,000.00
Open Market Product	IN-SV-100055-001	Inform CAD Response Plan Workshop (3 day - Per class - at client site)	\$4,200.00	1	\$4,200.00
Open Market Product	IN-SV-100055-001	Inform CAD Post Go Live System Optimization and Advanced Configuration workshop (3 days at the customer site)	\$5,600.00	1	\$5,600.00
132-51 IT Professional Services	IN-SV-120043-001	Inform CAD Data Conversion Services (Caution Notes and Premises only)	\$13,602.02	1	\$13,602.02

Inform CAD Implementation Service Fee(s) Subtotal:

\$164,410.57

SIN #	Product Code	RMS Implementation Service Fee(s)	Unit Price	Qty	Total Price
132-51 IT Professional Services	IN-SV-100028-001	Inform RMS v4.6+ Interface Server Remote Installation	\$793.45	4	\$3,173.80
132-51 IT Professional Services	IN-SV-180008-001	Inform RMS v4.6+ Business Analysis and Consultation Services	\$158.69	60	\$9,521.40
132-50 Training	IN-SV-100091-001	Inform RMS User Training - Civil & Warrants (3 Days)	\$3,808.56	1	\$3,808.56
132-51 IT Professional Services	IN-SV-100088-001	Inform RMS Server Installation and Configuration	\$6,982.37	3	\$20,947.11
Open Market Product	IN-SV-100066-001	Inform RMS End User Training - Investigations (2 Days)	\$4,200.00	1	\$4,200.00
132-50 Training	IN-SV-100090-001	Inform RMS User Training - Field Officers (3 Days)	\$3,808.56	1	\$3,808.56
132-50 Training	IN-SV-100087-001	Inform RMS User Training - Property and Evidence Training (3 Days)	\$3,808.56	1	\$3,808.56
132-50 Training	IN-SV-100093-001	Inform RMS User Training - Records (3 days)	\$3,808.56	1	\$3,808.56
132-51 IT Professional Services	IN-SV-180009-001	Inform RMS v4.6+ 3-Day Workshop and Consultation	\$3,808.56	2	\$7,617.12
Open Market Product	IN-SV-120101-001	Inform RMS Administration Review and Training - (A - 1-50 concurrent users)	\$4,200.00	1	\$4,200.00
132-50 Training	IN-SV-180010-001	Inform RMS v4.6+ DOLF (A - 1-10 Users)	\$5,712.85	1	\$5,712.85
Open Market Product	IN-SV-180025-001	Inform RMS Standard Functional Acceptance and Integration Testing - (A - 1-50 users)	\$3,500.00	1	\$3,500.00
132-51 IT Professional Services	IN-SV-100076-001	Inform RMS System Orientation and Analysis - (A - 1-50 users)	\$6,347.61	1	\$6,347.61
132-51 IT Professional Services	IN-SV-100069-001	Remote Implementation Services for Inform RMS GIS	\$2,267.00	3	\$6,801.00
Open Market Product	IN-SV-100055-001	Inform RMS Reporting Server Configuration	\$2,100.00	1	\$2,100.00
Open Market Product	IN-SV-100055-001	Inform RMS Output Designer Workshop 3 Day	\$4,200.00	1	\$4,200.00
Open Market Product	IN-SV-100055-001	Inform RMS Routing/GIS Server Implementation	\$6,300.00	3	\$18,900.00
132-50 Training	IN-SV-190010-001	Inform Report Writing Training (3 days)	\$3,808.56	1	\$3,808.56
Open Market Product	IN-SV-100055-001	Onsite Go Live Support Services for Inform	\$8,000.00	1	\$8,000.00

System Purchase Agreement

		RMS (2 persons, 2 days, single shift)			
Open Market Product	IN-SV-100055-001	Standard Inform RMS Data Conversion (includes Evidence)	\$49,000.00	1	\$49,000.00

Inform RMS Implementation Service Fee(s) Subtotal: **\$173,263.69**

SIN #	Product Code	Mobile Implementation Service Fee(s)	Unit Price	Qty	Total Price
132-51 IT Professional Services	IN-SV-100075-001	Base Inform Mobile Production Server Installation (per Server, Includes installation of Mobile Server, 2 interfaces and 5 position installations)	\$6,347.61	1	\$6,347.61
Open Market Product	IN-SV-120100-001	Base Inform Mobile Test or Training Server Installation (per Server, Includes 1 Mobile Server and 1 Mobile Interface)	\$5,250.00	2	\$10,500.00
132-50 Training	IN-SV-170015-001	Inform Mobile Administration Training Course (Per class - 1-day up to 3 students)	\$1,632.24	1	\$1,632.24
132-50 Training	IN-SV-170014-001	Inform Mobile Train-The-Trainer (Per class - 1-day up to 8 students) 1 Day	\$1,632.24	2	\$3,264.48
132-51 IT Professional Services	IN-SV-170003-001	Inform Mobile System Configuration and BA services (A - 41-100 Licenses)	\$22,670.03	1	\$22,670.03
132-51 IT Professional Services	IN-SV-170026-001	Custom Inform Mobile Mapping Conversion Services (Client supplied data)	\$7,617.13	1	\$7,617.13
Open Market Product	IN-SV-100055-001	Field Ops Installation and Training Services	\$1,400.00	1	\$1,400.00

Inform Mobile Implementation Service Fee(s) Subtotal: **\$53,431.49**

SIN #	Product Code	IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
Open Market Product	IN-SV-100055-001	Community Data Platform Project Management	\$793.45	1	\$0.00
Open Market Product	IN-SV-100055-001	Community Data Platform Setup and Conversion Services	\$997.48	1	\$0.00
132-51 IT Professional Services	IN-SV-140080-001	IQ FireView Dashboard T6 Subscription Professional Services	\$20,788.41	1	\$20,788.41
Open Market Product	IN-SV-100055-001	IQ FireView Advanced Reports T6 (20K to 50K) Professional Services	\$8,575.00	1	\$8,575.00
132-51 IT Professional Services	IN-SV-140045-001	IQ CrimeView Advanced Reports T6 Subscription Professional Services	\$7,775.82	1	\$7,775.82
132-51 IT Professional Services	IN-SV-140038-001	IQ CrimeView Dashboard T6 Subscription Professional Services	\$20,788.41	1	\$20,788.41
132-51 IT Professional Services	IN-SV-140066-001	IQ NEARme T6 (25 to 99) Professional Services	\$7,680.60	1	\$7,680.60
132-51 IT Professional Services	IN-SV-140011-001	TRITECH.COM IQ Setup and Conversion Services (Up to 5 years for TT Products)	\$997.48	1	\$997.48
132-50 Training	IN-SV-140009-001	TRITECH.COM IQ 1/2 Day End User Training (Remote)	\$634.76	1	\$634.76
132-50 Training	IN-SV-140010-001	TRITECH.COM IQ 1/2 Day Admin Training (Remote)	\$634.76	1	\$634.76

IQ Implementation Service Fee(s) Subtotal: **\$67,875.24**

TriTech Implementation Service Fee(s) Total: \$458,980.99

Custom Solutions

System Purchase Agreement

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
Open Market Product	IN-SW-100069-001	SPIDR Interface	\$12,750.00	1	\$12,750.00
Open Market Product	IN-SW-100069-001	MorphoTrust Interface	\$19,500.00	1	\$19,500.00
Open Market Product	IN-SW-100069-001	Avtec Fire Station Alerting Interface	\$19,500.00	1	\$19,500.00
Open Market Product	IN-SW-100069-001	Odyssey Courts Interface	\$19,500.00	1	\$19,500.00
Open Market Product	IN-SW-100069-001	Laserfiche Interface	\$19,500.00	1	\$19,500.00
Open Market Product	IN-SW-100069-001	eImpact Crash Interface	\$25,500.00	1	\$25,500.00
Open Market Product	IN-SW-100069-001	Text-to-911 Interface	\$12,750.00	1	\$12,750.00
Open Market Product	IN-SW-100069-001	Evidence.com/Axon Q Interface	\$19,500.00	1	\$19,500.00
Open Market Product	IN-SW-100069-001	AvTec Radio Console Interface	\$12,750.00	1	\$12,750.00
Open Market Product	IN-SW-100069-001	Higher Ground Logging Recorder Interface	\$19,500.00	1	\$19,500.00
Open Market Product	IN-SW-100069-001	Evidence.com Link from RMS Incident	\$12,750.00	1	\$12,750.00
Open Market Product	IN-SW-100069-001	CAD Site License	\$22,295.00	1	\$22,295.00
Open Market Product	IN-SW-100069-001	Mobile Site License	\$8,082.00	1	\$8,082.00
Open Market Product	IN-SW-100069-001	RMS Site License	\$23,015.00	1	\$23,015.00
Custom Solution(s) Total:					\$246,892.00

Project Related Fee(s)

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
132-51 IT Professional Services	IN-SV-190002-001	Project Management Services	\$158.69	1,260	\$199,949.40
Open Market Product	IN-SV-190035-001	Travel Expenses	\$87,555.00	1	\$87,555.00
Open Market Product	IN-SV-100055-001	User Conference Registration Fee (ESTIMATED per attendee)	\$749.00	3	\$2,247.00
Open Market Product	IN-SV-190035-001	User Conference Travel Expenses (ESTIMATED per attendee)	\$1,800.00	3	\$5,400.00
Project Related Fee(s) Total:					\$295,151.40

Hardware

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
Open Market Product	IN-HW-190092-001	RMS Web Evidence and Barcoding Labels for Zebra printer using Thermal Transfer Labels 4" x 2"	\$111.29	4	\$445.16
Open Market Product	IN-HW-190092-001	RMS Web Evidence and Barcoding Wax Ribbon cartridge for Zebra Printer	\$101.40	4	\$405.60
Open Market Product	IN-HW-190092-001	RMS Web Evidence and Barcode Desktop Printer	\$621.99	4	\$2,487.96
Open Market Product	IN-HW-190092-001	RMS Web Evidence and Barcoding Scanner	\$949.00	4	\$3,796.00
Open Market Product	IN-HW-190092-001	Evidence and Barcoding Shipping	\$200.00	1	\$200.00
Hardware Total:					\$7,334.72

Recurring Fee(s) (Year 1)

System Purchase Agreement

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
Open Market Product	IN-SW-100068-001	Community Data Platform Crimemapping.com	\$1,088.16	1	\$0.00
Open Market Product	IN-SW-100068-001	Community Data Platform Search (1-10 Users)	\$997.48	1	\$0.00
Open Market Product	IN-SW-100068-001	Field Ops - Companion Pricing (Per User Subscription)	\$108.82	20	\$2,176.40
132-32 Subscription	IN-SW-140075-001	IQ FireView Dashboard T6 (20K to 50K) Subscription	\$4,098.74	1	\$4,098.74
Open Market Product	IN-SW-100068-001	IQ FireView Advanced Reports T6 Subscription (20K to 50K, up to 5 Users)	\$4,500.00	1	\$4,500.00
132-32 Subscription	IN-SW-100173-001	Inform CAD Caller Location Query Subscription	\$2,267.00	1	\$2,267.00
132-32 Subscription	IN-SW-140040-001	IQ CrimeView Advanced Reports T6 (20K to 50K, up to 5 Users) Subscription	\$4,080.60	1	\$4,080.60
132-32 Subscription	IN-SW-140033-001	IQ CrimeView Dashboard T6 (20K to 50K) Subscription	\$5,032.75	1	\$5,032.75
132-32 Subscription	IN-SW-140055-001	IQ NEARme T6 (25 to 99) Subscription	\$3,627.20	1	\$3,627.20
132-32 Subscription	IN-SW-100060-001	TRITECH.COM IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$1,994.96	1	\$1,994.96

Recurring Fee(s) (Year 1): \$27,777.65

Project Discount – requires contract execution for the proposed solution by November 22, 2019 (\$110,903.76)

Additional Discount covering difference in Annual Support Fees of 5% versus 3% for 5 years (\$38,063.02)

Project Total: \$1,300,000.00

Estimated Sales Tax:
(State: at %)

Taxable sales: \$0.00

Subtotal: \$1,300,000.00

Sales Tax Amount: \$0.00

Quote Total: \$1,300,000.00

Annual Maintenance Fee(s) (Year 1)

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
Open Market Product	IN-SW-100067-001	Inform CAD Mapping Test or Training Maintenance	\$110.00	2	\$220.00
Open Market Product	IN-SW-100067-001	Inform CAD Routing Server - Test or Training System Maintenance	\$1,234.00	2	\$2,468.00
Open Market Product	IN-SW-100067-001	Inform Mobile Mapping Maintenance	\$44.00	53	\$2,332.00
Open Market Product	IN-SW-100067-001	TriTech Message Switch Maintenance	\$4,840.00	1	\$4,840.00
Open Market Product	IN-SW-100067-001	Inform Mobile Mapping Test or Training Maintenance	\$44.00	2	\$88.00
Open Market Product	IN-SW-100067-001	Standard Inform CAD to Inform CAD Advanced Interface (single side) Maintenance	\$0.00	1	\$0.00
Open Market Product	IN-SW-100067-001	elmpact Crash Interface Maintenance	\$4,590.00	1	\$4,590.00
Open Market Product	IN-SW-100067-001	Odyssey Courts Interface Maintenance	\$3,510.00	1	\$3,510.00

System Purchase Agreement

Open Market Product	IN-SW-100067-001	Evidence.com/Axon Q Interface - Maintenance	\$3,510.00	1	\$3,510.00
Open Market Product	IN-SW-100067-001	AvTec Radio Console Interface Maintenance	\$2,805.00	1	\$2,805.00
Open Market Product	IN-SW-100067-001	Laserfiche Interface - Maintenance	\$3,510.00	1	\$3,510.00
Open Market Product	IN-SW-100067-001	Inform CAD Routing Server Maintenance	\$4,114.00	1	\$4,114.00
132-33 SW License	IN-SW-180013-001-M-8	Inform RMS v4.6+ Accident - Maintenance 8x5	\$2,133.01	1	\$2,133.01
Open Market Product	IN-SW-100067-001	Inform RMS Concurrent User License Maintenance	\$243.00	31	\$7,533.00
132-33 SW License	IN-SW-180015-001-M-8	Inform RMS v4.6+ Evidence and Barcoding - Maintenance 8x5	\$2,133.34	1	\$2,133.34
Open Market Product	IN-SW-100067-001	Inform RMS Reporting Server License Maintenance	\$450.00	1	\$450.00
Open Market Product	IN-SW-100067-001	Avtec Fire Station Alerting Interface - Annual Maintenance	\$4,290.00	1	\$4,290.00
Open Market Product	IN-SW-100067-001	Text-to-911 Interface Maintenance	\$2,805.00	1	\$2,805.00
Open Market Product	IN-SW-100067-001	SPIDR Interface - Maintenance	\$2,295.00	1	\$2,295.00
Open Market Product	IN-SW-100067-001	MorphoTrust Interface - Maintenance	\$3,510.00	1	\$3,510.00
Open Market Product	IN-SW-100067-001	Inform CAD Mapping Maintenance	\$110.00	5	\$550.00
132-33 SW License	IN-SW-190117-001	Inform CAD Test or Training System Maintenance (A - 1-5 Users)	\$1,615.92	2	\$3,231.84
132-33 SW License	IN-SW-190108-001-M-8	NCIC/State Software Position Inform RMS v4.6+ or Jail v4.6+ - Maintenance 8x5	\$81.61	3	\$244.83
132-33 SW License	IN-SW-190124-001	Inform Mobile Test or Training System Maintenance	\$1,895.21	2	\$3,790.42
132-33 SW License	IN-SW-120001-001-M-24	Inform CAD Server Software (A - 1-5 Positions) - Maintenance 24x7	\$5,386.40	1	\$5,386.40
132-33 SW License	IN-SW-170010-001-M-24	Inform Mobile Base Position - Maintenance 24x7	\$159.60	5	\$798.00
132-33 SW License	IN-SW-190126-001	Inform RMS v4.6+ / Jail v4.6+ Test or Training System Maintenance 8x5	\$1,469.02	2	\$2,938.04
132-33 SW License	IN-SW-170009-001-M-24	Inform Mobile Base Position with CJIS/NCIC Forms - Maintenance 24x7	\$199.50	48	\$9,576.00
132-33 SW License	IN-SW-170003-001-M-24	Inform Mobile Server Software (B - 41-100 Positions) - Maintenance 24x7	\$4,987.41	1	\$4,987.41
132-33 SW License	IN-SW-110001-001-M-24	Inform CAD Browser (A - 1-40 Concurrent Users) - Maintenance 24x7	\$1,994.96	1	\$1,994.96
132-33 SW License	IN-SW-120007-001-M-24	Inform CAD Position - Maintenance 24x7	\$1,994.96	5	\$9,974.80
132-33 SW License	IN-SW-180005-001-M-8	Inform RMS v4.6+ Server Software (A - 1-10 Users) - Maintenance 8x5	\$2,489.17	1	\$2,489.17
132-33 SW License	IN-SW-120015-001-M-24	Inform CAD the Archive Server Software - Maintenance 24x7	\$3,690.68	1	\$3,690.68
132-33 SW License	IN-SW-120036-001-M-24	Inform CAD The GISLink Utility - Maintenance 24x7	\$3,989.92	1	\$3,989.92
132-33 SW License	IN-SW-120033-001-M-24	NCIC/State Query Position for Inform CAD - Maintenance 24x7	\$99.75	5	\$498.75
132-33 SW License	IN-SW-120053-001-M-24	Standard Alpha Numeric Paging Interface - Maintenance 24x7	\$1,795.47	1	\$1,795.47
132-33 SW License	IN-SW-120054-001-M-24	Standard ANI/ALI Interface - Maintenance 24x7	\$1,795.47	1	\$1,795.47
132-33 SW License	IN-SW-120048-001-M-24	Standard EMD Integration - Maintenance 24x7	\$99.75	5	\$498.75
132-33 SW License	IN-SW-120060-001-M-24	Standard Inform CAD to External System Incident Data Transfer Interface - Maintenance 24x7	\$2,992.44	2	\$5,984.88
Open Market Product	IN-SW-100067-001	Higher Ground Logging Recorder Interface - Annual Maintenance	\$4,290.00	1	\$4,290.00
132-33 SW License	IN-SW-120011-001-M-24	NCIC/State Message Switch Additional Connection - Maintenance 24x7	\$1,496.22	1	\$1,496.22
132-33 SW License	IN-SW-120012-001-M-24	NCIC/State Message Switch Additional Query - Maintenance 24x7	\$498.74	3	\$1,496.22

System Purchase Agreement

132-33 SW License	IN-SW-120050-001-M-24	Standard Pictometry Integration - Maintenance 24x7	\$1,496.22	1	\$1,496.22
Open Market Product	IN-SW-100067-001	RapidSOS Interface	\$2,750.00	1	\$2,750.00
Open Market Product	IN-SW-100067-001	CAD Site License Annual Maintenance	\$4,904.90	1	\$4,904.90
Open Market Product	IN-SW-100067-001	Mobile Site License Annual Maintenance	\$1,778.04	1	\$1,778.04
Open Market Product	IN-SW-100067-001	RMS Site License Annual Maintenance	\$1,778.04	1	\$1,778.04
Open Market Product	IN-SW-100067-001	Evidence.com Link from RMS Incident	\$2,295.00	1	\$2,295.00
Open Market Product	IN-SW-100067-001	TriTech Message Switch Query Builder - Maintenance	\$4,400.00	1	\$4,400.00

Annual Maintenance Fee(s) (Year 1) Total: \$148,036.78

Optional Items

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
Disaster Recovery					
132-51 IT Professional Services	IN-SV-100073-001	Base Inform CAD Disaster Recovery Server Configuration (Includes CAD Server, Unit Swap, Synchronization Software Installation, and 1 Failover test)	\$6,041.11	1	\$6,041.11
Open Market Product	IN-SV-120099-001	Base Inform Mobile Disaster Recovery Server Installation (per Server, Includes 1 Mobile Server, up to 2 Mobile Interfaces)	\$5,250.00	1	\$5,250.00
Open Market Product	IN-SW-100069-001	Inform CAD Routing Server - Disaster Recovery	\$0.00	1	\$0.00
132-32 Subscription	IN-SW-190094-001	Inform CAD Disaster Recovery System	\$0.00	1	\$0.00
132-33 SW License	IN-SW-190112-001	Inform CAD Disaster Recovery System Maintenance (B - 6-20 Users)	\$1,795.47	1	\$1,795.47
132-33 SW License	IN-SW-190098-001	Inform Mobile Disaster Recovery System	\$0.00	1	\$0.00
132-33 SW License	IN-SW-190123-001	Inform Mobile Disaster Recovery System Maintenance	\$1,895.21	1	\$1,895.21
132-33 SW License	IN-SW-190102-001	Inform RMS / Jail v4.6+ Disaster Recovery System	\$0.00	1	\$0.00
Open Market Product	IN-SW-100069-001	Inform RMS GIS - Disaster Recovery	\$0.00	1	\$0.00
132-51 IT Professional Services	IN-SV-100088-001	Inform RMS Server Installation and Configuration	\$6,982.37	1	\$6,982.37
132-33 SW License	IN-SW-190125-001	Inform RMS v4.6+ / Jail v4.6+ Disaster Recovery System Maintenance 8x5	\$1,469.02	1	\$1,469.02
132-51 IT Professional Services	IN-SV-100069-001	Remote Implementation Services for Inform RMS GIS	\$2,267.00	1	\$2,267.00
Open Market Product	IN-SW-100067-001	Routing Server Disaster Recovery Maintenance	\$1,234.00	1	\$1,234.00
Open Market Product	IN-SV-120098-001	Routing/GIS Server Implementation	\$2,100.00	1	\$2,100.00
Property and Evidence Standalone Conversion					
Open Market Product	IN-SV-100055-001	Property and Evidence Standalone Data Conversion	\$19,250.00	1	\$19,250.00

Payment Terms

System Purchase Agreement

Milestone	Amount	Percentage*
Due at Contract Signature	\$175,452.85	15%
Due at CAD & RMS Server Software Installation	\$233,937.13	20%
Due at completion of CAD DOLF	\$175,452.85	15%
Due at completion of RMS DOLF	\$116,968.56	10%
Due at completion of CAD Pre Go Live End User Training	\$116,968.56	10%
Due at completion of RMS Pre Go Live End User Training	\$116,968.56	10%
Due at CAD Go Live	\$58,484.28	5%
Due at RMS Go Live	\$58,484.28	5%
Due at CAD Acceptance	\$58,484.28	5%
Due at RMS Acceptance	\$58,484.28	5%

Hardware 100% Due at Time of Order	\$7,334.72
Subscription Fees Due at Go Live	\$27,777.65
Travel billed as incurred	\$95,202.00
Project total (excluding annual maintenance)	\$1,300,000.00

*Percentage of software licenses and services minus subscription fees.

INSTALLATION AT DESIGNATED LOCATION AND SHIPPING INSTRUCTIONS

Deliver To:
City of Twin Falls
Attn: Kathy Markus
203 Main Avenue East,
Twin Falls, ID 83301

ADDENDUM C

PROPRIETARY INFORMATION¹

SUBSCRIPTION SERVICE LICENSE & USE AGREEMENT (IF APPLICABLE)

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 D

PROPRIETARY INFORMATION¹

SUBCONTRACTOR SOFTWARE, HARDWARE & SERVICES
(ATTACHED IF APPLICABLE)

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 E

PROPRIETARY INFORMATION¹

SUBCONTRACTOR LICENSE, WARRANTY & SUPPORT AGREEMENTS (ATTACHED IF APPLICABLE)

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 F

PROPRIETARY INFORMATION¹

SYSTEM PLANNING DOCUMENT

(TO BE PROVIDED AS A PROJECT DELIVERABLE)

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 G

PROPRIETARY INFORMATION¹

MASTER THREE PARTY SOURCE CODE ESCROW AGREEMENT (ATTACHED IF APPLICABLE)

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.



TriTech Software Systems a
CentralSquare Technologies
Company
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407.304.3235
Fax: 407.304.3301
www.centalsquare.com

SOFTWARE SUPPORT AGREEMENT

TRITECH SOFTWARE SYSTEMS

SOFTWARE SUPPORT AGREEMENT

TABLE OF CONTENTS

1.0	DEFINITIONS	3
2.0	TERM AND TERMINATION	3
3.0	SUPPORT FEE(S)	4
4.0	SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT	5
5.0	SOFTWARE ERROR CORRECTION	6
6.0	SOFTWARE UPDATES	7
7.0	LIMITATIONS	7
8.0	EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE	9
9.0	LIMITATION OF LIABILITY	10
10.0	DISPUTE RESOLUTION	10
11.0	SEVERABILITY	10
12.0	FORCE MAJEURE/EXCUSABLE DELAY	10
13.0	CONSTRUCTION AND HEADINGS	11
14.0	WAIVER.....	11
15.0	ENTIRE AGREEMENT	11
16.0	APPLICABLE LAW	11
17.0	ASSIGNMENT	11
18.0	NOTICES	12
19.0	GENERAL TERMS	12
	ADDENDUM A	14
	ADDENDUM B	15
	ADDENDUM C	28

SOFTWARE SUPPORT AGREEMENT

Client: City of Twin Falls
Address: 203 Main Ave East # 320
City, State, Zip: Twin Falls, ID 83301
Phone, Fax: (208) 735-7222
Contact Name: Kathy Markus

This Agreement is made by and between TriTech Software Systems a CentralSquare Technologies company, referred to herein as “TriTech”, with offices at 1000 Business Drive, Lake Mary, FL 32746 and Client named above, referred to herein as “Client”.

A. WHEREAS, TriTech and Client have entered into a System Purchase Agreement (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 and listed under the System Purchase Agreement.

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.

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 to TriTech hereunder shall be due and payable within thirty (30) days of invoice, 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, which request shall not be unreasonably withheld.

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, 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 it is determined that 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.

5.2 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 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. Updates include all standard updates that become part of the most current standard Software version. 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 software products 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 absolve, discharge and release TriTech from any obligations, damages 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, caused by the installation of such third party software. In the event that such third party software installed by Client results in support tickets which cannot be resolved unless such third party software is uninstalled, Client agrees to either uninstall such software or to release TriTech from the obligation of resolving the ticket.

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.

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.

8.1.1 Inform Jail, as further defined in Addendum B, will be installed on server(s) maintained by TriTech.

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.

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. IF EITHER PARTY BECOMES AWARE OF ANY CLAIMS THEN THAT PARTY WILL NOTIFY THE OTHER PARTY NO LATER THAN FIFTEEN DAYS AFTER THE DISCOVERY. HOWEVER, IF EITHER PARTY IS NEGLIGENT, ANY RELATED DAMAGES MAY BE ASSESSED AS NECESSARY, SUBJECT TO SECTION 9.1 ABOVE.

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 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 Idaho 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.

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:

City of Twin Falls
203 Main Ave. East #320
Twin Falls, ID 83301

Attn: Information Technology

To TriTech:

TriTech Software Systems
1000 Business Center Drive,
Lake Mary, FL 32746
Attn: Contracts

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,

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 TWIN FALLS

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

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.

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, Inform Jail, and Inform Fire applications 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 these TriTech Software applications on a 24x7 basis (this option is not available for CrimeView or FireView) 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 Yes ☐

Optional Support Upgrade to 24x7 for Inform Jail Yes ☐

Optional Support Upgrade to 24x7 for Inform Fire Yes ☐

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.

(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.

Inform CAD, Inform Mobile, Inform Me, Field Ops, Inform Browser, Interfaces, and GIS Link Response Matrix

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following: • Inform CAD, Inform Mobile, Inform Me, Field Ops, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of transactional data & transactional data corruption This means one or more critical server components are non-functional disabling Inform CAD, or Inform Mobile workstations, or disabling Inform Me, or Field Ops. These Software Errors are defined in <i>Special Note #1</i>, 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: Thirty (30) minute callback 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	24x7 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 to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible. A significant number of the Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations, or Inform Me or Field Ops users). 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 answered and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: One (1) hour callback 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.
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 entering incoming calls for service and/or dispatching emergency units, or perform a common call taking or dispatch function. Such errors will be consistent and reproducible. A significant number of Inform CAD, or Inform Mobile, workstations, or Inform Me or Field Ops users are negatively impacted by this error (e.g., does not apply to a minimal set of workstations or users).	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered by the first available representative but not longer than 5 minutes after the initial phone call. High Priority issues may also be reported via support@tritech.com. High Priority Issues are not managed after Normal Customer Service Hours.

Priority	Issue Definition	Response Time
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 entering incoming calls for service and/or dispatch emergency units, or perform a common call taking or dispatch function. 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 support@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 support@tritech.com. Low Priority issues are not managed 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.
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	Resolution Process	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 CAD:
 - a. Users are unable to enter new requests for service via the emergency or scheduled call taking screen.
 - b. All users are unable to verify an address from within the emergency or scheduled call taking screen.
 - c. The Inform CAD System is down and all workstations will not launch or function.
 - d. The Inform CAD System is inoperable due to transactional data corruption caused by TriTech Software.
 - e. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
 - f. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
2. Inform Mobile, Inform Me, Field Ops:
 - a. The Inform Mobile System, Inform Me or Field Ops is down and all unit mobile devices are unable to log in or function.
 - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
 - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
3. Inform Browser, and GISLink:
 - a. There are no Critical Priority (Priority 1) issues for these products.

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

1. Inform CAD:
 - a. Inform CAD users are severely impacted due to one of the following conditions:
 - i. A significant number of users (50% or more) are unable to verify an address from within the emergency or scheduled call-taking screen.
 - ii. The inability to view/edit premise or caution note information.
 - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - iv. The system does not perform unit recommendations.
 - v. Inability to assign a unit to an incident.
 - vi. Inability to change a unit's status.
 - vii. Inability to close an incident.
 - viii. Inability to view incident information needed to dispatch an incident.
 - ix. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day
2. Inform Mobile, Inform Me, Field Ops:
 - a. Inform Mobile, Inform Me or 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.
 - vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
3. Inform CAD/Mobile Interfaces:
 - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
 - b. An Inform CAD Paging Interface is down.
 - c. An interface used for personnel rostering is down.
 - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.

- e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
- f. An ANI/ALI interface repeatedly fails to process information into an incident.
- g. An interface to an external rostering system used to logon units is down.
- h. An AVL interface fails to process updates for over 50% of units.
- i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
- j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.
- 4. Inform Browser:
 - a. Inform Browser is down and no workstations are able to login (unrelated to the Client's network).
- 5. GISLink:
 - a. There are no Urgent Priority (Priority 2) issues for this product.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Service Hours support. This would change if the Production System has failed over to the Disaster Recovery System, or during a failover of the Disaster Recovery System, the Disaster Recovery System will be supported as the Production System. Following a test failover if the Disaster Recovery System is inoperable for more than one (1) business day, TriTech will work to resolve the problem according to the Priority 2 response and resolution criteria included above.
- Modifications to installed Inform CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes, as necessary, dictated by State and Federal agencies having authority over these programs will be provided in a subsequent update, that allows the client to comply with said mandate.

Inform RMS, Inform Fire

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, or Inform Fire server software inoperative • Loss of ability for all Inform RMS, or Inform Fire 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, or Inform Fire workstations. These Software Errors are defined in <i>Special Note #1</i>, 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. <i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, and Inform Fire is not managed after Normal Customer Service Hours.</i> <i>If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.</i> 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 RMS Reports • Unable to book or release inmates A significant number of the Inform RMS, or Inform Fire workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS, or Inform Fire workstations). These Software Errors are defined in more detail in <i>Special Note #2</i>, 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. <i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, and Inform Fire is not managed after Normal Customer Service Hours.</i> <i>If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 800.987.0911.</i> Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response

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, or Inform Fire 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, or Inform Fire 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 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 managed 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.

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:
 - a. The Inform RMS System Server is down and unavailable for queries.
 - b. The Inform RMS 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).
2. Inform Fire:
 - a. The Inform Fire Server is down and unavailable to process NFIRS reports.
 - b. The Inform Fire Server is inoperable due to data corruption caused by TriTech Software.

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

1. Inform RMS:
 - 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. A report is unable to complete the approval workflow.
2. Inform Fire:
 - a. The inability to create save, access or close fire records.
 - b. The inability to create save, access or close inspections records.
 - c. The inability to create save, access or close hazard records.

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.

CrimeView Desktop, FireView Desktop

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	There are no Critical Priorities for CrimeView/FireView Desktop.	Not applicable.
Priority 2 – Urgent Priority	Normal Customer Service Hours Support: A serious issue with no workaround that severely impacts the ability of the system to process the data. The Import Wizard continuously crashes upon trying to open it. A significant number of the CrimeView Desktop or FireView Desktop workstations are negatively impacted by this issue (e.g., does not apply to a minimal set of CrimeView Desktop or FireView Desktop workstations). This issue is defined in more detail 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. Urgent Priority issues are not managed after Normal Customer Service Hours. Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common CrimeView Desktop or FireView Desktop function. Such errors will be consistent and reproducible. - Recent data is not available - Error message in the Crystal Report - Diagnosis of TriTech Desktop software issues and errors - Diagnosis of Configuration issues A significant number of CrimeView Desktop or FireView Desktop 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 by the first available representative. High Priority issues may also be reported via CrimeViewSupport@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. - Annual updates - Geocoding issue - Licensing - Assistance with the setup of TriTech Desktop on a new server and/or user's computer - TriTech software updates These are defined in more detail 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. Medium Priority issues may also be reported via CrimeViewSupport@tritech.com. Medium Priority issues are not managed after Normal Customer Service Hours.

Priority	Issue Definition	Response Time
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions Provision of the current TriTech Desktop tutorial (digital format)	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 CrimeViewSupport@tritech.com. Low Priority issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	No Critical Priority for CrimeView/FireView Desktop	Not applicable.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resume normal operations on the import system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the import system within 48 hours of the call being received.
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 within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base.
Priority 4 – Medium 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. 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 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. CrimeView/FireView Desktop
 - a. The Import Wizard continuously crashes when accessing the Import Wizard extension within ArcCatalog. This does not include ArcCatalog crashing on its own.

Special Note #2: Priority 4 – Medium Priority issues

1. Annual Updates
 - a. Clients are entitled to two (2) saved query updates annually.
 - i. The saved query updates are limited to the saved query groups included within the original application configuration and based on the original source field. Adding a new saved query group(s) or changing the source field will incur an additional cost.
 - b. Saved query updates are by client request when new query values are made available
2. Geocoding issue
 - a. Individual records are not geocoding, this does not include creating new address locators to the profile

Currently, the software updates includes compatibility with ArcGIS releases but will not be compatible with ArcGIS Desktop 10.5 and beyond due to technical limitation. On the product development roadmap for 2020, CentralSquare will be adopting the current version of the Esri ArcGIS software for use with the Crime Analytics, Fire Analytics Dashboard applications. Until then,

users can simply use their version of Esri ArcGIS software (10.7) and when saving the MXD file for use with the CentralSquare applications have to set it to 10.2 format

Not included in support:

- Change RMS/CAD vendor(s)
- RMS/CAD database schema updates (field length, type, size... table name change, etc...)
- Lookup table updates (code/description)
- Crystal Report updates
- GIS source file updates
- Geocoding rate enhancement
- Re-import of historical data
- Change the GIS format (Shapefile, Personal Geodatabase, File Geodatabase, ArcSDE Geodatabase, etc...) of the reference data or Import Wizard output data.
- Add/remove Import Wizard profile fields
- GIS editing
- Other source file integration
- Additional profiles

ADDENDUM C

SUBCONTRACTOR SUPPORT TERMS

(IF APPLICABLE)

IQ 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"), a CentralSquare Technologies company, 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" as further specified below in Schedule A "Licensed Products") for its online programs and corresponding module(s) as indicated in the Purchase Agreement;
 - (ii) Providing the Client with technical support for the Software as set forth in Schedule B ("Technical Support"), database hosting and other related services as further defined in the Purchase Agreement and SOW;
 - (iii) Providing the Client with remote access to search Client's data and 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 B hereto with respect to scheduled maintenance; and further provided, that TriTech shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;
 - (iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the TriTech website to assist Client with its use of the Software ("Documentation");
 - (v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;
 - (vi) Providing any other Software related services stated in the Purchase Agreement (together, the "Subscription Services"). Schedule B 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 IQ database.

- 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 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 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 to TriTech hereunder shall be due and payable within thirty (30) days of invoice, 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 thirty (30) 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 one (1) year ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, 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. This Agreement and the obligations of the Client hereunder do not constitute a multi-year fiscal obligation and are expressly contingent upon the Client's governing body budgeting and appropriating the funds necessary to fulfill the Client's obligations hereunder. This Agreement is automatically terminated at no cost or liability to the Client on October 1st of the first fiscal year for which funds are not appropriated regardless of any notice period required in this Agreement. Before such termination, Client will provide a good faith effort in order to secure the necessary funding in order to fulfil Client's obligations. Client shall give TriTech written notice of such non-appropriation. TriTech shall be entitled to payment for all fees and expenses earned up to the date of such termination.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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 within fifteen (15) business days, 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 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.

- G. 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 to contribute its data with respect to IQ Search and CrimeMapping to a database of information to be utilized by other client agencies to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise made available to TriTech by Client for any commercial purposes during or after the term of this Agreement provided that such data is anonymized; including information that constitutes, or results in, an improvement or other modification to the Software and Services. TriTech shall retain all rights and ownership to such aggregated data and improvements.

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. 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.

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.

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
1000 Business Center Drive
Lake Mary, FL 32476
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 Idaho, 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.

CLIENT

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Address Line 1 – Company/Agency Name

Address Line 2 – Street Address

Address Line 3 – City, State, Zip

Schedule A
Subscription Service License & Use Agreement
Licensed Products

☐ IQ Search Subscription

☐ State IQ Search - Includes access to data of other agencies in home state only, with consent to share Client's data with other agencies nationwide. No Cost for up to 10 seats.

☐ National IQ Search - Includes access to data of other agencies nationwide, with consent to share Client's data with agencies nationwide.

☐ CrimeMapping.com – Included at no additional cost if Client selects a data sharing option above.

☐ CrimeView Dashboard

☐ CrimeView Advanced Reporting Module

☐ FireView Dashboard

☐ FireView Advanced Reporting Module

The following are supported under the Software Support Agreement.

☐ Caller Location Query (CLQ)

☐ Field Ops

☐ NEARme

Product pricing is per the System Purchase Agreement.

Schedule B

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.

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. Applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the 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 the necessary computer workstations, operating system and browser software to operate the Subscription applications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the computer equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to equipment malfunction;
- 3) 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;
- 4) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 5) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 6) 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
- 7) 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.

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 B.

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

Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays.

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: CrimeViewSupport@tritech.com.

Priority	Priority Definition	Response Times
Priority 1 Critical and Priority 2 Urgent issues do not apply to the applications supported under this Agreement. Support is provided Monday-Friday during TriTech's normal Customer Service Hours.		
Priority 1 – Critical Priority	Not Applicable	
Priority 2 – Urgent Priority	Not Applicable	
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 system update causing system functions to be inoperative with no workaround A significant number of 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 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 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,

Priority	Resolution Process	Resolution Time
Priority 1 Critical and Priority 2 Urgent issues do not apply to the applications supported under this Agreement. Support is provided Monday-Friday during TriTech's normal Customer Service Hours.		
Priority 1 – Critical Priority	Not Applicable.	
Priority 2 – Urgent Priority	Not Applicable.	
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.

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.



Date: Monday, November 25, 2019
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to reject bids for the 2019 ADA Curb Ramp Project.

Time Estimate:

5 Minutes

Background:

In February of 2018, City staff applied for and was awarded an Idaho Transportation Department (ITD) grant for \$60,000. The purpose of this grant is to assist municipalities by updating ADA Curb Ramps on state highways without using local funds. Staff has applied for and won 6 of these grants in the past 6-7 years.

Recently, staff informally bid one of these grants consisting of 11 ADA Curb Ramps along Addison Avenue West and Blue Lakes proper. Only one bid was received by Doug Hemingway Construction for \$97,850.00. Staff believes this bid amount is very high. With each ramp costing nearly \$9,000. Historically prices are in the range of \$3,500-\$4,000 a ramp. After discussing the lack of bids and high price with different contractors it appears there is an abundance of work and a small project such as this is difficult to find contractors willing to complete the project. Staff has requested through ITD a one-year extension of this grant, this will allow 2 additional (previously awarded) State ADA Curb Ramp grants to be added to this project.

With a total of nearly 33 ramps and bidding this winter we feel the prices will return to historical levels and we believe we will receive a competitive bid allowing us to complete the curb ramps on ITD routes. The extension request is being considered by ITD and while the transportation department staff looks favorably on the request it will ultimately be decided by the board. This project is contingent on the ITD board decision, without the extension this project will not be completed.

Approval Process:

A majority vote of the Council will allow staff to reject all bids and re-bid the project at a later date.

Budget Impact:

None

Regulatory Impact:

None

History:

N/A

Analysis:

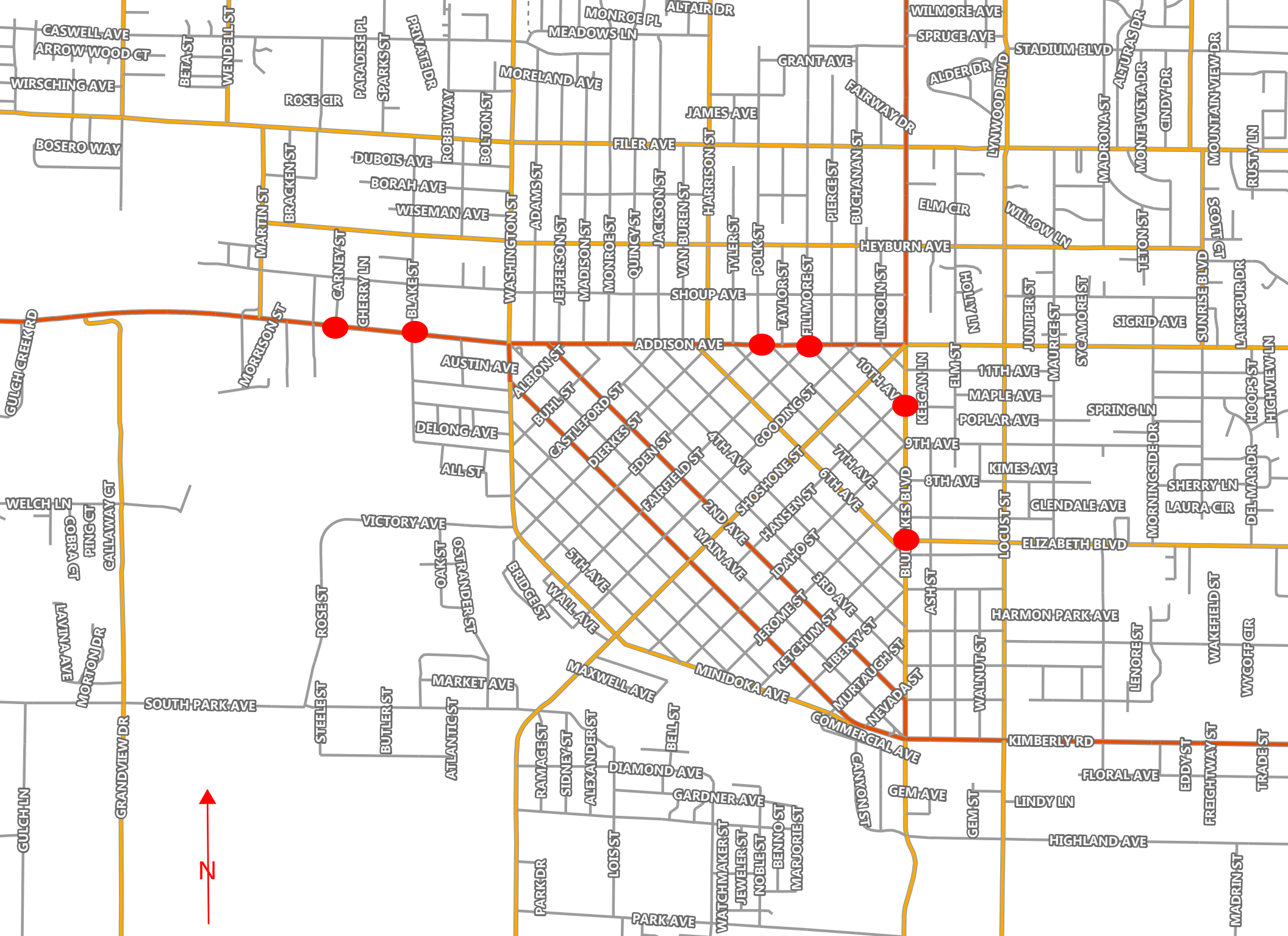
N/A

Conclusion:

Staff recommends that City Council reject all bids for the 2019 ADA Curb Ramp Project.

Attachments:

1. ITD Grant ADA Ramp Locations Vicinity Map
2. 2017- ADA Application - City of Twin Falls



ADA CURB RAMP APPLICATION – SFY2019

PROJECT APPLICATION

The Idaho Transportation Department is releasing this statewide call for applications to solicit new ADA curb ramp project proposals from eligible local agency sponsors.

Final applications must be submitted to the Department electronically via email. All applications including attachments are to be submitted to ITDAItContracting@itd.idaho.gov. Additionally, all questions are to be submitted to ITDAItContracting@itd.idaho.gov. For all email correspondence concerning this application, please indicate "2019 ADA Application" in the subject line along with the sponsor's name. For example (**Subject:** 2019 ADA Application - City of Moscow).

Application due date: April 6, 2017

SECTION 1 - APPLICANT INFORMATION

Project Sponsor	City of Twin Falls		
Contact Name	Mandi Thompson		
Title	Grant Manager		
Phone Number	208-735-7237	Email Address	mthompson@tfid.org
Address	P.O. Box 1907 Twin Falls, Idaho 83303		
Proposed Project Manager/Title	Erin Steel, Project Engineer		
Phone Number(s):	208-735-7310	Email Address:	esteel@tfid.org

Application Priority Designation: For this application cycle, only one project award is allowed per local project sponsor. An application can include multiple curb ramps. If sponsor is submitting multiple applications, please indicate the application priority.

Application Priority	n/a
----------------------	-----

SECTION 2 - CURB RAMP APPLICATION REQUIREMENTS

Eligible Activities: Funds can only be used for construction purposes.

Right-of-Way: Right-of-Way costs are not eligible expenses.

Please provide the following information for each curb ramp location included in your application in the table on the next page. Attach additional pages if needed.

- **Location:** Include the Ramp ID from the ITD Curb Ramp Inventory. Note that only curb ramp locations on the state highway system are eligible under this program. Off-system locations will not be considered. For ramps not listed in the ITD ADA Transition plan, these should be identified by state route and cross-street.
- **Priority:** List the priority shown in the ITD ADA Transition Plan or other if the ramp is not listed in the plan.
- **Cost:** Provide the amount of funding requested from ITD for each curb ramp.

SECTION 3 - CURB LOCATIONS AND ESTIMATE

(PROVIDE AN ALL-INCLUSIVE LUMP SUM COST ESTIMATE, INCLUDING SUCH ITEMS AS MOBILIZATION AND TRAFFIC CONTROL, FOR EACH PROPOSED RAMP ON THE TABLE PROVIDED BELOW ONLY. ANY OTHER ESTIMATING DOCUMENTATION WILL NOT BE CONSIDERED.)

Ramp Location (Include Ramp_ID from ITD Curb Ramp Inventory)	Priority (High, Medium, Low, or other)	Is right-of-way needed? - Yes or No - If yes, provide information how right-of way will be obtained.	Ramp Cost
D4_03475	High	No	\$6,475.00
D4_03479	High	No	\$4,575.00
D4_03480	High	No	\$5,000.00
D4_03355	High	No	\$5,625.00
D4_03356	High	No	\$5,625.00
D4_03353	High	No	\$7,500.00
D4_03354	High	No	\$7,500.00
D4_03121	High	No	\$4,375.00
D4_03122	High	No	\$4,375.00
D4_03129	High	No	\$4,475.00
D4_03130	High	No	\$4,475.00
Total Project Cost →			\$60,000.00

SECTION 4 – GENERAL INFORMATION

1. Has the applicant previously been awarded funding under this program?
☒ YES ☐ No

2. If yes to question 1, have the requirements of the previous project's cooperative agreement been satisfied?
☒ Yes ☐ No

3. How will the construction work be performed?
☐ Applicant's forces ☒ Contracted forces

4. Has the applicant's project manager attended a curb ramp instruction class provided by the Department?
☐ Yes ☒ No

PROGRAM OVERVIEW

The Idaho Americans with Disabilities Act (ADA) Curb Ramp Program is a state-administered program that provides funding for projects to address curb ramps on the state highway system. The goal of the program is to provide accessible facilities for pedestrians with disabilities while allowing local jurisdiction flexibility in meeting the required standards. The Idaho Transportation Department (ITD) is allocating \$500,000 of state funds annually for this program. Applicants can qualify for up to \$60,000 in state funding to construct new or alter existing curb ramps on the state highway system to meet the requirements of the ADA. Funds can only be used for construction purposes. This program provides local communities more control over the design of pedestrian facilities in their communities and makes better economical use of dollars through the use of state funds while addressing accessibility on the state highway system.

ELIGIBILITY REQUIREMENTS

Eligible applicants include local jurisdictions (cities, counties, highway districts) and tribal governments. Eligible projects are restricted to the construction of curb ramps. Project construction must be completed within 2 year from the execution of the Cooperative Agreement. If the criteria or other requirements of this application are not met, the application will be rejected. ITD staff will prepare a cooperative agreement for signature. This agreement outlines the responsibilities of both parties and must be approved by appropriate local official(s). Only eligible expenses performed after the execution of the Cooperative Agreement will be allowed.

If selected, the applicant's project manager is required to attend a curb ramp instruction class provided by the Department. Contact Jared Holyoak at ITDAltContracting@itd.idaho.gov to enquire on upcoming classes. All completed ramps are to be inspected by the sponsor and compliance shall be documented using the Department's ITD-0288 form. Photos of each constructed ramp are to be recorded and submitted to the Department with each ITD-0288. Any completed ramps that do not meet ADA requirements will require corrections at the sponsor's expense.

Department staff may perform a final site review and inspection for compliance with ADA.

Successful applicants agree to disperse Curb Ramp Program funds in compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990 (ADA), to ensure their actions and activities do not discriminate on the basis of race, color, national origin, sex, age, or disability.

SELECTION PROCESS

Project applications can include multiple curb ramp locations. Each curb ramp location will be individually evaluated by a review panel consisting of staff from the following agencies:

- Idaho Transportation Department
- Federal Highways Administration – Idaho Division
- LHTAC

Individual curb ramp improvement projects will be selected for award based on project need as described in the following sections.

Selected projects will be recommended to the Idaho Transportation Board to be including the current Idaho Transportation Improvement Program (ITIP) in the annual June or July Board meeting. Official approval of the recommended projects usually occurs between October and December of each year.

PROJECT NEED

The need to improve a curb ramp will be evaluated based on the following criteria.

1. ITD Transition Plan Priority

The ITD Transition Plan prioritizes each non-compliant curb ramps based on location relative to places of interest (demand) and the physical characteristics of the ramp related to compliance. Each curb ramp in the project application will receive a score based on the priority established in the ITD Transition Plan. High priority ramp locations will receive 20 points, medium priority ramp locations will receive 10 points, and low priority ramp locations will receive 5 points. Non-compliant curb ramps on the State Highway system, not listed on the ITD Transition Plan, may be included and will receive 5 points.

2. Previous Awardee History

Applicants that have not met the requirements of prior Cooperative Agreements will be ineligible for funding.

3. New Applicants

Applicants that have not previously been awarded funds will receive preferred status.

REFERENCE MATERIALS

The following reference materials are included to aid a potential applicant in identifying and prioritizing eligible projects.

- ITD Curb Ramp Inventory
- Sample Cooperative Agreement
- Curb Ramp Standard Drawings H-1 and H-2 Series
- Form ITD 0288 Curb and Ramp Inspection

These reference items can be found at <http://itd.idaho.gov/alt-programs/>



Date: Monday, November 25, 2019
To: Honorable Mayor and City Council
From: Wendy Davis, Parks & Recreation Director

ACTION ITEM

Request:

ACTION ITEM: Request to use cash reserves to replace the bridges at Twin Falls Golf Club.

Time Estimate:

Presentation will take approximately 5 minutes. Staff recommends allowing some time for questions and discussion.

Background:

In FY 2015, City Council approved \$30,000 to repair three bridges at the Twin Falls Golf Club. It was determined that the bridges needed to be engineered in order to get the proper permits. The result was expensive and exceeded the budgeted amount. Over the next few years parks staff, city engineers and long term planning explored a variety of ideas to find a suitable and affordable solution. In FY 2018, \$38,000 was budgeted to replace the bridges with metal culverts, compacted dirt and asphalt. That approach failed due to design complications and slope issues, so the money was encumbered and used for engineering. In the meantime, the approaches continue to fail, and the railroad ties holding the bridges up continue to be jacked up and rocks and boards used to hold the existing bridges in place.

Staff now has stamped engineered drawings for three pre-cast concrete bridges with concrete abutments. Two of the bridges will be cart and pedestrian bridges and one bridge would be rated for heavier loads to allow for easier access of large equipment to the south end of the course. Staff believes the existing bridges are unsafe and will fail sooner than later and therefore is requesting council to approve the use of cash reserves to bid the project and replace the bridges this winter while the water is low.

It is estimated that the three bridges can be cast and replaced for \$100,000 including permits and any necessary landscape repair.

Approval Process:

A simple majority will approve this request.

Budget Impact:

If approved, cash reserves will be dedicated to fund the project. A budget amendment will reflect the use of the funds.

Regulatory Impact:

Approval will allow staff to initiate an informal bid process for the replacement of the bridges.

History:

N/A

Analysis:

N/A

Conclusion:

Staff believes the bridges are a safety hazard and recommends council approval of this request.

Attachments:

None



Date: Monday, November 25, 2019
To: Honorable Mayor and City Council
From: Wendy Davis, Parks & Recreation Director

ACTION ITEM

Request:

ACTION ITEM: Request for direction regarding use of public property for private gain.

Time Estimate:

Allow about 10 minutes for presentation and questions. Staff recommends allowing some time for council deliberation.

Background:

Council requested that staff explore options to address the use of the Twin Falls City Pool for private swimming lesson programs. In August, staff approached council with some options and requested guidance. It was determined that the scope should be broadened and include the use of any public parks for private gain.

Staff has researched the issue and concluded that most city, state, and federal entities prohibit the use of public property for profit without a permit. A permit process would open communication, allow staff to set appropriate boundaries, apply restrictions, hold applicants accountable for any damages and charge a fee where appropriate.

Current City Code currently prohibits vending and peddling in a park without permission:

8-3-8: MERCHANDISING, ADVERTISING AND SIGNS:  

No person in a park shall:

(A) Vending And Peddling: Expose or offer for sale any article or thing, nor shall he station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing. Exception is herein made as to any regularly licensed concessionaire acting by and under the authority and regulation of the director. (Ord. 1920, 1-2-1979)

A simple addition of "service" to the code language would enable would prohibit activities such as tennis lessons, swimming lessons, sports leagues, camps and others organizing and operating for profit without a permit.

Approval Process:

A motion to proceed would allow staff to proceed with legal counsel to draft language in the current code.

Budget Impact:

None at this time.

Regulatory Impact:

To be determined upon council direction

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends council consider prohibiting the sale of goods and services in City owned parks and facilities without a permit.

Attachments:

None