

**RESOLUTION NO. R15-16**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN AGREEMENT WITH ZUERCHER TECHNOLOGIES LLC  
FOR THE PROVISION OF LAW ENFORCEMENT  
SOFTWARE, HARDWARE, SERVICES, AND SUPPORT.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The agreement between the City of Laurel and Zuercher Technologies LLC is accepted and approved. A copy is attached hereto for convenience.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute said agreement on behalf of the City.

Section 3: Effective date. The effective date for the attached agreement is hereby approved upon approval by the City Council.

Introduced at a regular meeting of the City Council on March 17, 2015, by Council Member Eaton.

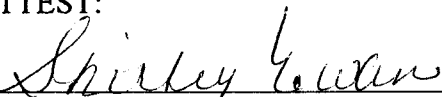
PASSED and APPROVED by the City Council of the City of Laurel this 17<sup>th</sup> day of March, 2015.

APPROVED by the Mayor this 17<sup>th</sup> day of March, 2015.

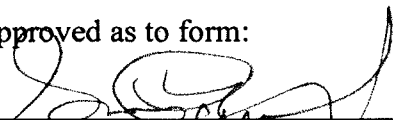
CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Shirley Ewan, Clerk/Treasurer

Approved as to form:

  
\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

# ZUERCHER

AGREEMENT made this 17<sup>th</sup> day of March 2015 by and between Laurel Police Department (the "Customer"), having its principle place of business at 215 West 1<sup>st</sup> Street, Laurel, MT 59044 and Zuercher Technologies LLC ("Zuercher"), having its principal place of business at 5121 South Solberg Avenue, Suite 150, Sioux Falls, South Dakota.

## SOFTWARE LICENSE AND SERVICE AGREEMENT TERMS AND CONDITIONS

### 1. Definitions

**Documentation.** All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to the Customer by Zuercher.

**Hardware.** All hardware, equipment, and other tangible non-Software items supplied to the Customer by Zuercher under this Agreement.

**Production.** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use. Also referenced herein as "Go Live."

**Software.** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by Zuercher and set forth or identified in Exhibit B or subsequently licensed to the Customer. Software specifically excludes any Third Party Software.

**Server Hardware.** All hardware, equipment, and other tangible non-Software items supplied to the Customer by Zuercher under this Agreement listed as "Server Hardware" in Exhibit B.

**Services.** All project management, training, data conversion, and other services to be provided by Zuercher under this Agreement.

**System.** The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by Zuercher under this Agreement.

**Third Party Software.** Any software to be supplied by Zuercher under this agreement that is purchased or licensed from any source external to Zuercher for use with or integration into the System.

### 2. Exhibits and Order of Preference

The following Exhibits are incorporated into this Agreement:

# ZUERCHER

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in Section 2, Exhibits.

## 3. License

### 3.1 Grant of the License

Subject to the terms and conditions set forth herein, Zuercher hereby grants to the Customer, and the Customer accepts, a limited, non-transferable and non-exclusive license to use the Software only for the Customer's own business purposes.

### 3.2 Copies and Modifications

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

### 3.3 Restrictions on Usage

The Customer shall not allow any party, other than Zuercher, to perform "write" operations directly to or on the server or database (such as by using an ODBC driver).

The Customer shall not access through direct logon any Server Hardware or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

## 4. Delivery, Fees, and Payments

### 4.1 Delivery of Software to Customer

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

# ZUERCHER

## **4.2 Delivery of Hardware to Customer**

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

## **4.3 Delivery of Services to Customer**

Zuercher will provide Services as set forth in Exhibit A.

## **4.4 Fees**

Upon execution of the Agreement, the Customer shall pay Zuercher the fees on the due dates set forth in Exhibit C.

## **4.5 Payment**

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

## **4.6 System Acceptance**

The Customer acknowledges that the System shall be deemed accepted on the date of notification of System completion by Zuercher, unless the Customer notifies Zuercher in writing within fifteen (15) days after delivery thereof of any material non-conformity in the Software as compared with the Documentation, or of any failure to deliver Hardware or Services. In the event that the Customer does so notify Zuercher, Zuercher shall promptly begin to use its reasonable efforts to correct any non-conformity and will again send notification in writing that the installation is complete. System Acceptance will be dated at the new notification. System Acceptance shall also be acknowledged by putting the System into Production.

## **4.7 System Acceptance Following a Notification of Non-Conformity**

The Customer acknowledges that the System shall be deemed accepted on the date of new notification of System Acceptance by Zuercher, unless the Customer notifies Zuercher in writing within ten (10) days after delivery thereof of any continued non-conformity or failure of the items listed in the initial notification of non-conformity. In the event that the Customer does so notify Zuercher, Zuercher shall promptly begin to use its reasonable efforts to correct any non-conformity and will again send notification in writing that the installation is complete.

# ZUERCHER

## 5. Other Rights and Obligations

### 5.1 Proprietary Rights

Zuercher represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. Zuercher retains title to the Software and any other deliverables hereunder, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. The Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or in any other deliverables hereunder, which shall be confidential information of Zuercher and the sole and exclusive property of Zuercher. Zuercher hereby expressly reserves any right not expressly granted to the Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by the Customer.

### 5.2 Trademarks and Trade Names

Any and all trademarks and trade names, which Zuercher uses in connection with the License granted hereunder, are and shall remain the exclusive property of Zuercher. Nothing contained in this Agreement shall be deemed to give the Customer any right, title or interest in any trademark or trade name of Zuercher.

### 5.3 Confidentiality

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

### 5.4 Termination for Breach

Zuercher may immediately terminate this Agreement, including all license rights granted herein, in the event the Customer breaches any of its material confidentiality obligations regarding the Software.

### 5.5 Non-Confidential Information

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

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;

# ZUERCHER

- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

## 5.6 Disclaimer of Warranty

The warranty set forth in Exhibit D is a limited warranty and it is the only warranty made by Zuercher. Zuercher expressly disclaims, and the Customer hereby expressly waives, all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Zuercher's limited warranty is in lieu of all liabilities or obligations of Zuercher for damages arising out of or in connection with the delivery of the System. Except for the limited warranty in Exhibit D, the entire risk as to the quality and performance of the System is with the Customer.

## 5.7 Legal Relationship

It is expressly understood by the Customer and Zuercher that Zuercher shall not be construed to be, and is not, an employee of the Customer. Zuercher shall provide services to the Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. Zuercher further acknowledges that he/she is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

## 5.8 Insurance Provision

Zuercher, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- **Commercial General Liability Insurance** - Zuercher shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- **Professional Liability Insurance or Miscellaneous Professional Liability Insurance** - Zuercher agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.
- **Business Automobile Liability Insurance** - Zuercher shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$200,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At the Customer's request, Zuercher shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the Customer.

## 6. Limitation of Liability

The aggregate liability of Zuercher for any reason and upon any cause of action of claim, including, without limitation, Zuercher's obligation to indemnify and hold harmless under this agreement, shall be limited to the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts.

## 7. Termination

### 7.1 By Zuercher for Cause

In addition to various other express rights of Zuercher to terminate this Agreement set forth herein, Zuercher shall also have the right to terminate this Agreement immediately and cancel any unfulfilled portion of it by written notice to the Customer if: (i) the Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of the Customer, or (ii) if the Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of Zuercher's proprietary rights hereunder. Zuercher shall have the rights to terminate this Agreement upon thirty (30) days prior notice upon any breach of any other material provision of this Agreement by the Customer. The termination of this Agreement shall automatically terminate and extinguish the License.

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

### 7.2 By Customer for Cause

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

## **7.3 Termination without Cause**

After the fifth anniversary of the System going into Production, this Agreement may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

## **7.4 Post-Termination Obligations**

All provisions hereof relating to Zuercher's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per Exhibit C for work completed prior to termination shall still be paid by the Customer.

## **8. Miscellaneous**

### **8.1 Entire Agreement**

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

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

### **8.2 Force Majeure**

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to cause beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

### **8.3 Governing Law**

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

### **8.4 Assignment**

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



## **8.5 Notice**

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

## **8.6 Survival**

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

## **8.7 No Waiver**

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

## **8.8 Enforceability**

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

## **8.9 Remedies**

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

## **8.10 Headings**

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

## **8.11 No Third Party Beneficiaries**

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

## **8.12 Limitation of Actions**

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

# ZUERCHER

## **8.13 Taxes**

The Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against Zuercher. The Customer shall reimburse Zuercher for the amount of any such taxes or duties paid or accrued directly by Zuercher as a result of this transaction. If the Customer is a tax-exempt organization, the Customer will provide Zuercher with documentation required by the taxing authority to support such exemption.

## **8.14 Non-Discrimination**

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

## **8.15 Change Orders**

Change orders and out-of-scope work will be defined by written agreement.

## **8.16 Additional Components**

Other components (hardware and/or software) may be desired for use with the System. Zuercher assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

## **8.17 Third Party Costs**

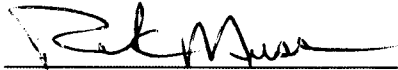
Except as expressly agreed herein, Zuercher assumes no responsibility for any third party costs related to implementation of the System. This includes, but is not limited to, any third party costs associated with the implementation of Interfaces.

# ZUERCHER

The Customer has read and agrees to all of the attached and incorporated terms and conditions.

## *Laurel Police Department*

Rick Musson  
Chief of Police, Laurel Police Department

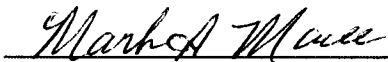


Signature

3-17-15

Date

Mark A. Mace  
Mayor, City of Laurel, Montana

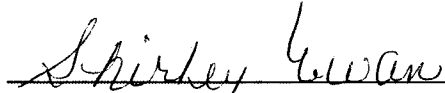


Signature

3/17/2015

Date

Shirley Ewan  
Clerk Treasurer



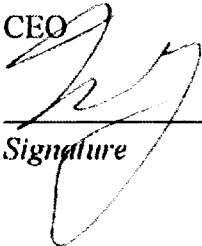
Signature (Attester)

3/17/15

Date

## *Zuercher Technologies LLC*

Michael Zuercher  
CEO



Signature

3-11-2015

Date

## Exhibit A – Statement of Work

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

### 1. Software

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

#### Zuercher Suite Base

- Operating software
- Database software
- Core Zuercher Suite application software
  - Master name records
  - Address records
  - Vehicle records
  - Configurable dashboard
  - Web address links
  - Authentication

#### CAD

- Command-line entry
- Drag and drop commands
- Configurable, color-coded displays
- Silent dispatch (via Mobile)
- Incident alarms
- Unit assignments and status alarms
- Bulk shift status changes
- Detailed command logs
- Scheduled calls
- Responder paging
- Bulletins/BOLOs
- Beat plans
- Custom forms

#### Records

- Configurable workflows
- Automatic case notifications
- Immediate access for related records
- Supervisor reviews
- Unlimited case report types such as:
  - Investigations
  - Juvenile
  - Narcotics
  - Security trimming for report types
  - Full audit trail
  - Digital evidence linking
  - MT NIBRS compliant
  - Alerts on warrants, sex offenders
  - No duplicate data entry
  - Property/evidence management
  - Custom forms

#### Mobile CAD

# ZUERCHER

- Silent Dispatching
- Instant Messaging
- CFS Instant Display
- More

## Mobile Records

- Cases
- Warrants
- Access to master name files  
(including mug shots)
- Alerts tied to master name files
- Field-based reporting

## Reporting

- Pre-made reports
- Custom reports
- Ad-hoc queries
- Export to PDF, Excel, XML, TXT
- Report builder
- Custom data filters
- Statistical analysis
- Scheduled reports
- COMSTAT compatible
- Email reports

## 1.1. Interfaces

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

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

### 1.1.1. CAD – Insight Mapping Interface

This is a one-way interface from CAD to the Zuercher Insight mapping software. This interface allows CAD to geo-verify and plot addresses from CAD Calls for Service (CFS) on the Insight map. Zuercher will work with the Customer to set up the interface between CAD and the Zuercher Insight mapping software. It is the Customer's responsibility to ensure that any necessary Insight components or licenses are purchased and correctly configured.

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

This is a one-way interface from the 911 service provider to CAD. Calls for Service (CFS) in Zuercher Suite are prepopulated with 911 call information by parsing raw 'spill' data from the 911 service and importing it into CAD. The Customer will set up the serial connection between the ANI/ALI and Zuercher Suite. The ANI/ALI system pushes the 911 call data to Zuercher Suite.

### **1.1.3. CAD – Rip and Run (Fax/Email) Interface**

This is a one-way interface from CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. The agency will provide Zuercher with SMTP information for setup and manages all user configurations. Zuercher provides the connection from Zuercher Suite to the SMTP server.

### **1.1.4. Records – MT Crime Reporting (MTIBRS) Interface**

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

### **1.1.5. Records - N-DEx Adapter (IA IEPD)**

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

### **1.1.6. Zuercher Suite - NCIC (Basic Query Package)**

This is a two-way interface between Zuercher Suite and the on-premise NCIC server. Queries are generated by Zuercher Suite and passed to the NCIC server. That server then sends the queries on to the NCIC state message switch and returns the results. Those query results are then sent back to Zuercher Suite and incorporated, as appropriate, with Zuercher Suite data. The Customer will provide a network connection and necessary authentication to the state from the NCIC server. The following queries are available as part of the basic query package: DQ (Driver License), RQ (Vehicle Registration), QA (Article), QB (Boat), QG (Gun) and Image.

### **1.1.7. Zuercher Suite - Time Synchronization Interface**

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

## **2. Customer Hardware, Network, and Power Requirements**

The Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System:

### **2.1 Primary Location Hardware, Network and Power Requirements**

1. Two (2) rack-mount servers will be provided.
  - a. The servers will be installed at Laurel Police Department.
  - b. They will be configured as Zuercher Suite servers in two configurations:
    1. One (1) production server
    2. One (1) training/testing server

- c. In addition to the standard Zuercher Suite operating environment, the production server will have the capability of running the following on a virtual machine:
  1. One (1) NCIC message switch
  2. One (1) Interface server environment
2. Ten (10) inches of rack space at the primary location for one (1) Zuercher Suite Production rack-mounted server (3.5”), one (1) Zuercher Suite Testing/Training rack-mounted server (3.5”), and one (1) Lantronix remote access device (3.0”).
3. Power Requirements
  - a. One (1) uninterrupted power supply (UPS) that support 1000 watts.
  - b. Power supply that will handle dual 720 watts for the one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
4. Six (6) open Ethernet cables and ports to be used by one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
5. Static IP addresses that include five (5) for the Zuercher Suite Production rack-mounted server, four (4) for the Zuercher Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
6. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the Network Requirement Specifications and Server Requirement Specification documents.
7. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

## **3. Services**

### **3.1 Project Management**

#### **1. Customer Project Manager**

The Customer shall provide one primary Project Manager to be the main point of contact for Zuercher. A single, dedicated Project Manager will be assigned to manage the project for all Agencies included in this installation.

# ZUERCHER

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

Customer's dedicated Project Manager: Rick Musson, Chief of Police

## Customer Project Manager Responsibilities:

- Have the authority to speak for Customer from a project perspective.
- Managing and coordinating the Customer's resources to complete assigned project tasks and activities
- Designate persons responsible for specific roles as needed, examples below:
  - System Administrator
  - Module Subject Matter Experts (SMEs)
  - Hardware Project Manager
  - Configuration Contact
- Involving Customer decision makers when needed
- Providing the main point of contact for communicating and scheduling project milestones.
- Escalating issues to the Zuercher project manager.
- Eliminating roadblocks for completing project on schedule.
- Ensuring tasks are completed in a timely manner.
- Gathering necessary configuration settings and assisting with system configuration.
- Signing of various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner.
- Organizing training schedules, training rooms, and training equipment.
- Working with the necessary individuals to pull data for conversion activities.
- Assisting the project team in identifying the mapping of conversion data.
- Working in conjunction with project team in data conversion validation and overall system functionality testing based on details located in the Configuration Management Document (CMD).
- Assisting in ordering and procuring equipment, if necessary.
- Working with the necessary individuals to setup and ensure that data security settings are appropriately defined within the software.

## 2. Zuercher Project Manager and Project Team

From the start of the project, a Zuercher project manager will work with the agency as the single point of contact for implementation of the Zuercher Suite system. The project manager will develop and manage the implementation schedule and will coordinate with



the agency to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide the agency with project updates.

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

### 3.2 Implementation Process Overview

Zuercher uses a multi-phase approach to ensure a successful implementation for each client agency. Trained and experienced members of the Zuercher implementation team move through the process with agencies to ensure successful outcomes. Timelines will be discussed with the Zuercher project manager and will be mutually agreed upon as part of the CMD Approval process to ensure a successful go live.

1. **Kickoff Meeting** - Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement work, server installations and scheduling the Business Practice Review (BPR).
2. **Business Practice Review** - During this meeting, the project implementation team works with the agency's project team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the project implementation team discusses and documents in the CMD how the software currently meets those needs or how Zuercher plans to develop additional functionality to fulfill them.
3. **CMD Approval** - After the CMD is composed, the project implementation team reviews it with the agency's project team to ensure that all aspects of the initial proposal have been satisfied.
4. **Configuration, Conversion and Enhancement** - After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration, data conversions and enhancements.

- a. Configuration

*The Customer plays a large part in the configuration and setup of the final system. Customer should expect to devote 10-20% of each week of implementation to Zuercher configuration work.*

## b. Conversion – Current Vendor Data Conversion

### i. Current Vendor Data Conversion

Zuercher will provide data conversion services from the Customer's current software database vendor to Zuercher software, as determined by the Data Conversion Specification document.

The following data will be converted:

- CAD data will be converted into the Zuercher CAD module from the Swift Justice database and data will be in one of the formats listed below.
- Records data will be converted into the Zuercher Records module from the Swift Justice database and data will be in one of the formats listed below.
- Data not contained in systems listed above will not be converted. Code tables, data mapping, and other system configuration will be entered by the Customer with the assistance of a Zuercher training specialist. Code tables will not be part of the converted data.

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

- MS SQL .bak files with database version and credential information
- MySQL .dump or .sql files with database version and credential information
- PostgreSQL .sql files with database version and credential information
- MS Access 2003 or newer .mdb files
- CSV files with column headers and relationship mapping documentation
- Oracle Version 10g or Newer backup files

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

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

## c. Interfaces

See 1.1. Interfaces for a list of included interfaces

Zuercher has established relationships with many vendors but may require the Customer to provide contact details for new vendors. Interfaces between existing software and Zuercher software are created and tested internally.

*Software interfaces must be clearly defined at BPR and thoroughly tested by the Customer before Go Live.*

## d. Enhancements

There are no enhancements related to this Implementation.

5. **Final System Admin Training** - Once all of the items in the CMD have been completed, trainers from Zuercher spend a final session with the agency's project team to review any questions or concerns.
6. **End User Training** - Zuercher offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure each individual has time to practice using the system. When go live date arrives, users are well-prepared to begin using the new software.
7. **Go-Live** - Zuercher provides on-site support the day that the new system goes live. Any questions that arise are addressed immediately by the on-site team, ensuring that the first day(s) using the new system goes smoothly.
8. **System Acceptance** - The agency uses all aspects of the system to ensure that the system meets the required functionality. After system acceptance, the Zuercher Support Center becomes the point of contact for questions and concerns; however, the project implementation team continues to be available throughout the transition.

## 3.3 Training

Zuercher staff will provide for up to ten (10) person-days of onsite or remote training:

- **System Admin** - The first portion of training will be performed by the project team. Team members will guide the system administrators in configuring the Zuercher Suite system, setting up and maintaining code tables, managing users and user rights, among other options.

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- **Train-the-Trainer Training** - Trainers will conduct detailed courses for each of the agency's user groups (such as dispatchers or officers). These courses will focus on the features of the Zuercher Suite system, which are pertinent to each of these groups in their roles within the agency. As a result, the content of each course will be tailored to the features and functionality which that group needs to know and use.
- **End User Training** – Trainers will conduct detailed courses for each of the agency's user groups (such as dispatchers or officers). These courses will focus on the features of the Zuercher Suite system that are pertinent to each of these groups in their roles within the agency. As a result, the content of each course is tailored to the features and functionality which that group needs to know and use.
- **Go Live Support** - Zuercher staff will be on site at the agency for go-live. Project managers and/or trainers will assist users with questions which arise during this process and reinforce skills learned during the training sessions.

Training will be scheduled and coordinate between the Customer and the Zuercher project manager within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

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

- **Resources for the Trainer**
  - One (1) computer with a network connection.
  - Most recent Zuercher Suite version installed and tested (includes login).
  - Two (2) projectors and two (2) screens set up and tested.
  - One (1) podium or desk for trainer.
- **Resources for the Trainees**
  - Five (5) to ten (10) computers with network connections two (2) monitors required, three (3) monitors are suggested).
  - One (1) supervisor will attend every class to address policy questions.
  - Ten (10) trainees in each class (no more than two people per workstation).
  - Most recent Zuercher Suite version installed and tested (includes login).
  - All third-party devices (i.e., printers, scanners, barcode reader, mug shot camera) connected and tested.

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## Exhibit B – Pricing Detail

The following is a complete pricing breakdown for the System to be deployed for the Customer. The amount due to Zuercher by the Customer is as listed in Exhibit C.

Software and Servers	Unit	Qty	Price	Total
Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)		1	\$ 12,000	\$ 12,000
Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)		1	\$ 8,000	\$ 8,000
CAD Server License		1	\$ 32,000	\$ 32,000
CAD - E911 (ANI/ALI) Interface		1	Included	Included
CAD - Insight Mapping Interface		1	\$ 1,350	\$ 1,350
CAD - Rip and Run (Fax/Email) Interface		1	Included	Included
Mobile Server License		1	\$ 8,500	\$ 8,500
Mobile CAD Client License	Per Unit	7	\$ 450	\$ 3,150
Mobile NCIC Client License	Per Unit	1	Included	Included
Mobile Records Client License	Per Unit	7	\$ 950	\$ 6,650
Records Server License		1	\$ 20,000	\$ 20,000
Records - MT Crime Reporting (MTIBRS) Interface		1	Included	Included
Records - N-DEX Adapter (IA IEPD)		1	Included	Included
Reporting Server License		1	Included	Included
Reporting Universal Interface Engine		1	Included	Included
Zuercher Suite - NCIC Interface (5 Standard Queries)		1	\$ 8,500	\$ 8,500
Zuercher Suite - Time Synchronization Interface		1	Included	Included
<b>Software and Servers Pre-Discount Subtotal</b>				<b>\$ 100,150</b>
<b>Software and Servers Discount</b>				<b>\$ (37,056)</b>
<b>Software and Servers Total</b>				<b>\$ 63,095</b>
<b>Services</b>		<b>Qty</b>	<b>Price</b>	<b>Total</b>
Dedicated Project Manager (includes travel)	Per Project	1	\$ 8,012	\$ 8,012

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System Admin Training and Configuration (on-site, includes travel)	Per Day	2	\$	1,295	\$	2,590
Training (on-site, includes travel)	Per Day	6	\$	1,295	\$	7,770
Go-live Support (on-site, includes travel)	Per Day	2	\$	1,295	\$	2,590
Data Conversion	Per Module	1	\$	7,500	\$	7,500
Data Conversion	Per Module	1	\$	7,500	\$	7,500
<b>Services Total</b>					<b>\$</b>	<b>35,962</b>
<b>TOTALS</b>						<b>Total</b>
<b>Software and Servers Pre-Discount Subtotal</b>					<b>\$</b>	<b>100,150</b>
<b>Software and Servers Discount</b>					<b>\$</b>	<b>(37,056)</b>
<b>Software and Servers Total</b>					<b>\$</b>	<b>63,095</b>
<b>Services Total</b>					<b>\$</b>	<b>35,962</b>
<b>TOTAL</b>					<b>\$</b>	<b>99,057</b>
<b>Maintenance Pre-Discount Subtotal</b>					<b>\$</b>	<b>18,873</b>
<b>Maintenance Discount</b>					<b>\$</b>	<b>(4,718)</b>
<b>Maintenance Base Rate (Year 2)</b>					<b>\$</b>	<b>14,154</b>

## Exhibit C – Payment Schedule

The total amount of this contract is \$99,057.00.

The amounts due under this contract are as follows:

Upon contract execution	50%	\$49,528.50
Upon delivery of the initial draft of the Configuration Management Document (CMD)	30%	\$29,717.10
Go Live	20%	\$19,811.40

Commencing one year after “Go Live,” an annual maintenance fee of \$14,154 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes.

## Exhibit D - Maintenance Agreement

### 1. Warranties

#### 1.1 Software Warranties

Zuercher warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement and (ii) while the Maintenance Agreement is in effect and has not been terminated or expired the operation of the Software shall not have material non-conformities, provided that no party has altered any portion of the Software, that the Software are operated on the Equipment and in the Operation Environment necessary to operate the Software, and that any non-conformities are not caused by products or services from Zuercher's suppliers or any other third party. Zuercher's sole obligation or liability under the Warranty shall be to use reasonable efforts to correct the Software, in a reasonable time, to perform in accordance with Exhibit A, upon written notice of its failure to so perform from the Customer. In the event Zuercher fails to remedy material defects in the Software under this Warranty, the Customer's sole remedy and Zuercher's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains a Material Defect.

#### 1.2 Hardware and Third Party Software Warranties

Zuercher warrants that, at the time of delivery, the Hardware will be new and unused. In addition, Zuercher warrants that the Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

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

### 2. Software Updates

While this Agreement has not expired, Zuercher will maintain the Software by providing software updates and enhancements to the Customer. All software updates provided to the Customer by Zuercher pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

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

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms



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2. New functions such as new modules, components, products, or applications.

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

## 3. Support

### 3.1 General Support

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

Support does not include custom programming services or training.

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

### 3.2 GIS Support

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

Zuercher will provide one (1) GIS update per month as part of this contract.

## 4. Hardware Maintenance

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

## 5. Customer Responsibilities

### 5.1 Access to Premises

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

### 5.2 Zuercher Server Access

The Customer will ensure that all Zuercher Suite servers are network accessible to Zuercher at all times via SSH.

### 5.3 System Administrator

The Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between the Customer and Zuercher. At least one System Administrator must be available at all times. The Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

## **5.4 Security**

The Customer is responsible for providing all network and physical security.

## **5.5 System Updates**

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