

**BOARD OF COUNTY COMMISSIONERS MEETING**

**STAFF REPORT**

**AGENDA ITEM #\_\_:**

**MATTERS FROM STAFF**

**MEETING DATE:**

**PRESENTER: Teton County Sheriff's Office and  
Teton County Attorney's Office**

**SUBMITTING ENTITY: Sheriff's Office**

**SUBJECT: Consideration of approval of contract with Zuercher Technologies for the Teton County Sheriff's Office Public Safety CAD Software Suite.**

---

---

**STATEMENT / PURPOSE:**

For the Board of County Commissioner's consideration and approval of the contract with Zuercher Technologies for the Teton County Sheriff's Office ("TCSO") Public Safety CAD Software Suite.

**BACKGROUND / DESCRIPTION / ALTERNATIVES (PROS & CONS):**

On July 19, 2016, the Board of County Commissioners approved the Notice of Award to Zuercher Technologies. The TCSO has successfully finalized a proposed contract, which included negotiating the price and yearly maintenance of the Public Safety CAD Software Suite from Zuercher Technologies. This program is to replace our currently outdated and failing CAD software.

The system price was negotiated to include similar hardware bundled for the TCSO and for the Jackson Police Department which includes: the property and evidence barcode scanner and printer packages, the digital camera package, the e-citation module for digital ticketing, along with a full court interface allowing for seamless integration with the Circuit Court system that allows state interface for electronic submission of the digital versions of the tickets to the State of Wyoming.

This system will allow all public safety agencies and departments to communicate, pull statistics, report and monitor many areas of information. The software adds mobile mapping capability helping expedite response times to incidents. A single point of entry, starting from dispatch, will help save data entry time and accuracy across all the systems. The Zuercher software brings to the table: agencies records accessibility, mapping requirements for both the CAD and Mobile, and the reporting component that integrates information sharing with the first responder community along with the court and civil process components. There is a simple fill-in report component that will increase efficiency and effectiveness with all users. The software also has an excellent custom reporting system (ad-hoc reporting).

This software will allow the ability for the user to create custom modules when needed for future growth or necessity.

The maintenance increase is a normal industry standard practice to assure system stability, updates, and feature improvements.

**ATTACHMENTS:**

CONTRACT WITH ZUERCHER TECHNOLOGIES

FISCAL IMPACT:

The Zuercher Public Safety CAD software Suite is at \$601,319.00 with a yearly maintenance of \$80,387.00 with a 5% increase annually starting year three.

The software would have life sustainability that exceeds others, which is typically INSERT, because the Zuercher system allows TCSO to create our own modules for future growth and needs and this complete component was not offered from any other vendor who responded with a bid proposal.

STAFF IMPACT:

Given the nature of the project, the TCSO will be able to keep operations as normal during the installation of the new system. The new Public Safety CAD Software Suite can be installed parallel to the current active software and can take up to a year for implementation (average vendor install is about 7 months). No outage is expected, the TCSO staff can move to the new software once it has been fully tested and implemented. IT staff will be involved with the installation of the new system and other items included in the technology to be put in place. IT will also be involved in the removal of the old system once the new system is established.

LEGAL REVIEW:

Deputy County Attorney, Erin Weisman, has been involved throughout the contract negotiation process and has reviewed and approval the contract.

STATEMENT OF STRATEGIC INTENT ADDRESSED BY THIS ITEM:

The project supports the following Teton County Statements of Strategic Intent:

- Organizational Excellence                      Providing a consistent high standard of customer service that supports providing Teton County with optimal software to do everyday tasks.
  
- Economic Sustainability                      Investing in new technology software that is maintained and updated on a regular basis will extend the viability and life of the software.
  
- Vibrant Community                              Changing to the new CAD, RMS and JMS will assist in ensuring first responder and community safety.

RECOMMENDATION:

The TCSO recommends the Board of County Commissioners approve the contract for the new Public Safety CAD Software Suite with Zuercher Technologies.

SUGGESTED MOTION:

I move to approve and sign the contract for the new Public Safety CAD Software Suite with Zuercher Technologies.

# ZUERCHER

## Software License and Service Agreement

**Teton County Sheriff's Office**

**Zuercher Suite Contract**

This Software License and Service Agreement (this “Agreement”) entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Board of County Commissioners of Teton County, Wyoming, on behalf of Teton County Sheriff's Office (“Customer”), having its principal place of business at PO Box 1727, Jackson, Wyoming 83001, and Zuercher Technologies LLC (“Zuercher”), having its principal place of business at 4509 West 58th Street, Sioux Falls, South Dakota 57108. Customer and Zuercher may also be referred to herein individually as a “Party” or collectively as the “Parties”.

This Agreement details the responsibilities of Zuercher and Customer with regard to the public safety software, hardware, and related services to be provided by Zuercher under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

**1.0 Exhibits and Order of Preference**

The following Exhibits are incorporated into this Agreement:

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 *1.0, Exhibits and Order of Preference*.

**2.0 License**

**2.1 Grant of the License**

In consideration of Customer’s payment of the license fees set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, Zuercher hereby grants to Customer, and Customer accepts, a perpetual, non-transferable and non-exclusive license to use certain Zuercher software (the “Software”) identified in *Exhibit B: Pricing Detail* only for Customer’s own business purposes in object code format.

**2.2 Copies and Modifications**

Customer may make a copy of the Software solely for backup or archival purposes. No Zuercher identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. 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.

**2.3 Restrictions on Usage**

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the Zuercher

Customer shall not access any Server Hardware except as provided in the Zuercher Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

## 2.4 Infringement

Zuercher will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the Zuercher Software of copyright or trade secrets, provided that Customer immediately notifies Zuercher in writing of such Action and cooperates fully with Zuercher and its legal counsel in the defense thereof. Zuercher may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the Zuercher Software, or (iv) modify or replace the Zuercher Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If Zuercher concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the Zuercher Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Zuercher will return to Customer the Zuercher Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the Zuercher 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 Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Zuercher will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, Zuercher shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or hardware, (ii) arising out of modifications to the Zuercher Software and/or Documentation not made by Zuercher, (iii) resulting from use of the Zuercher Software to practice any method or process which does not occur wholly within the Zuercher Software, or (iv) resulting from modifications to the Zuercher Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of Zuercher regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

## 3.0 Delivery, Fees and Payments

### 3.1 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 A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Maintenance Agreement*, Zuercher shall not be

### Zuercher Suite Contract

responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

## 3.2 Delivery of Hardware to Customer

Zuercher shall ship Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to 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 in *Exhibit B: Pricing Detail*. It shall be 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 as specified in the Statement of Work before, during, and/or after installation.

## 3.3 Delivery of Services to Customer

Zuercher will provide Services as set forth in *Exhibit A: Statement of Work*.

## 3.4 Fees

Customer will pay Zuercher the fees, without deduction or offset, on the dates set forth in *Exhibit C: Payment Schedule*.

## 3.5 System Acceptance

Customer acknowledges that the System shall be deemed accepted on the date of Go Live or within sixty (60) days thereafter. In the event that a Customer notifies Zuercher of a material non-conformity in the Software as compared with the Statement of Work, Zuercher shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement.

## 3.6 Additional Components

Other components (hardware and/or software, collectively "Third Party Components") may be desired for use with the System. Zuercher assumes no responsibility under this Agreement for obtaining and/or supporting any Third Party 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.

## 3.7 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 as defined in *Exhibit A: Statement of Work*.

# 4.0 Rights and Obligations

## 4.1 Proprietary Rights

Zuercher represents that it is the owner of or otherwise has the rights to the Software and that it has the

**Zuercher Suite Contract**

right to grant the License. Zuercher retains title to the Software and its associated Documentation, 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. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, 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 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 Customer. All right and title to any third party software provided by Zuercher under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third party software to Customer. Customer shall not sell, sublicense, create derivative works from/of, publish, or transfer the Zuercher Software or its associated Documentation except as otherwise expressly provided in this Agreement.

**4.2 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 Customer any right, title or interest in any trademark or trade name of Zuercher.

**4.3 Confidentiality**

Except as otherwise provided in this Agreement, and subject to applicable law including the Wyoming Public Records Acts, W.S §§ 16-4-201 et. seq., Customer shall not disclose or otherwise make available any portion of the Software or its associated Documentation to others. 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 or any other deliverables. In the event of a request for release of information under the Wyoming Public Records Act relating to the Zuercher Software or its associated Documentation, Customer shall provide notice to Zuercher prior to such disclosure to provide Zuercher an opportunity to respond to and/or oppose such action in the appropriate forum.

**4.4 Termination for Breach**

Zuercher may immediately terminate this Agreement, including all license rights granted herein, in the event Zuercher determines that Customer breaches any confidentiality or nondisclosure obligations under Wyoming law, regarding the Software and its associated Documentation.

**4.5 Non-Confidential Information**

Confidentiality obligations of the Parties shall also 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;

**Zuercher Suite Contract**

- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party;
- (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; or
- (f) is a "public record" as defined by and subject to review and disclosure pursuant to the Wyoming Public Records Act, W.S. §§ 16-4-201 et. seq., and not otherwise subject to nondisclosure the Wyoming Trade Secrets Act.

**4.6 Limited Warranties**

**4.6.1 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. Zuercher further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the Zuercher Software will perform in conformance with the Zuercher Documentation and any applicable specifications set forth in *Exhibit A: Statement of Work*. Zuercher's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of *Exhibit D: Maintenance Agreement*. In the event Zuercher fails to remedy material defects in the Software under this warranty, 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 an uncorrected material defect.

**4.6.2 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 upon payment of the applicable fees, 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 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.

**ZUERCHER EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**4.7 Legal Relationship**

It is expressly understood by Customer and Zuercher that Zuercher shall not be construed to be, and is not, an employee of Customer. Zuercher shall provide services to 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 it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

#### **4.8 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:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

Zuercher shall provide to Customer prior to execution of this Agreement, all 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 Customer.

#### **5.0 Indemnification and Limitation of Liability**

Zuercher shall indemnify, defend and hold harmless Customer 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 Zuercher, its employees, agents, contractors, or any subcontractor as a result of Zuercher's or any subcontractor's performance pursuant to this Agreement; however, Zuercher shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, 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 Customer, or its employees, agents or contractors, Zuercher's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, 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 direct damages which shall not exceed (i) 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; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

**IN NO EVENT SHALL ZUERCHER, 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 ZUERCHER HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.**

#### **6.0 Termination**

Zuercher Suite Contract

**6.1 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 upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, (i) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (ii) upon a violation of Zuercher's proprietary rights hereunder. If within thirty (30) days after receipt of such notice, Customer 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 Zuercher may, at its option, place Customer in default and the Agreement shall terminate on the date specified in such notice.

The termination of this Agreement shall automatically terminate and extinguish the License.

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

**6.2 By Customer for Cause**

Customer may terminate this Agreement for cause based upon the failure of Zuercher to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give Zuercher thirty (30) days' 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 Customer may, at its option, place Zuercher in default and the Agreement shall terminate on the date specified in such notice.

The termination of this Agreement shall automatically terminate and extinguish the License.

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

**6.3 Termination without Cause**

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein 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.

**6.4 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: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of

## Zuercher Suite Contract

termination of this Agreement prior to implementation of the Zuercher Software, or termination due to Customer's breach of Zuercher's intellectual property rights, the license to the Zuercher Software granted under this Agreement shall also terminate and Customer shall remove all Zuercher Software from its computer system and at Zuercher's direction, either return or destroy the Software and its associated Documentation

## 7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

## 8.0 Miscellaneous

### 8.1 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 causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

### 8.2 Governing Law

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

### 8.3 Forum Selection and Attorney's Fees

The Parties hereby submit to the exclusive jurisdiction and venue of Wyoming state courts, specifically the District Court, Ninth Judicial District, in the State of Wyoming, Teton County, with respect to any action between the Parties relating to this Agreement.

If either party or their successors or assigns is required to secure the services of counsel for the purposes of enforcing any of the terms or conditions of this Agreement, then in that instance the prevailing party, whether by settlement or litigation, shall be entitled to collect all of the prevailing party's reasonable expenses incurred in conjunction with such legal consultation or proceeding, including reasonable attorney's fees and disbursements, court costs, and expenses incurred by the prevailing party in conjunction with such matters.

### 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. Customer may not assign, without the prior written consent of Zuercher, which consent shall not be unreasonably withheld, 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.

**Zuercher Suite Contract**

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 and to payment of fees by 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 the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available 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 or specific provision of this Agreement.

**8.12 Taxes**

The Customer is a tax-exempt organization, and will provide Zuercher with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

**8.13 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

**Zuercher Suite Contract**

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.

**8.14 Change Orders**

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

**8.15 Entire Agreement**

This Agreement, and any Exhibits 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 the 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.

**8.16 Governmental Immunity**

The Customer does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided under Wyoming law with respect to any action based on or arising out of this Agreement.

**9.0 Definitions**

- (a) **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 Customer by Zuercher.
- (b) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (c) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.
- (d) **Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement.
- (e) **Go Live:** 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.
- (f) **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: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
- (g) **Server Hardware:** All hardware, equipment, and other tangible non-Software items supplied

**Zuercher Suite Contract**

- to Customer by Zuercher under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.
- (h) **Services:** All project management, training, data conversion, and other services to be provided by Zuercher under this Agreement.
  - (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
  - (j) **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.
  - (k) **System Installation:** The installation of servers as outlined in *Exhibit A: Statement of Work*.
  - (l) **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.

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

***Board of County Commissioners***

***Teton County, Wyoming***

\_\_\_\_\_  
*Signature*

*Barbara Allen, Chair*

\_\_\_\_\_  
*Date*

Attest: Sherry L. Daigle

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

***Zuercher Technologies, LLC***

Blake Clark

CFO



\_\_\_\_\_  
*Signature*

26 September 2016

\_\_\_\_\_  
*Date*

## Exhibit A: Statement of Work

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

### 1.0 Software

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

<b>Zuercher Suite Base</b>	<ul style="list-style-type: none"> <li>• Operating system software</li> <li>• Database software</li> <li>• Master name index</li> <li>• Master address index</li> <li>• Master vehicle index</li> </ul>	<ul style="list-style-type: none"> <li>• Secure intra-Customer messaging</li> <li>• Configurable dashboard</li> <li>• Web address links</li> <li>• No duplicate data entry</li> <li>• Authentication</li> </ul>
<b>Administration</b>	<ul style="list-style-type: none"> <li>• Shift logs</li> <li>• Employee records</li> <li>• Commendations and disciplinary actions</li> <li>• Training logs</li> <li>• Policy Manual</li> </ul>	<ul style="list-style-type: none"> <li>• Inventory management</li> <li>• Fleet management</li> <li>• Equipment assignments</li> <li>• Citizen feedback</li> <li>• Full audit trail</li> <li>• Custom Forms</li> </ul>
<b>Administration – Additional Agency</b>	<ul style="list-style-type: none"> <li>• Allows additional agencies named herein to access and use Customer's Zuercher Administration system</li> </ul>	
<b>CAD</b>	<ul style="list-style-type: none"> <li>• Command-line entry</li> <li>• Drag and drop commands</li> <li>• Configurable, color-coded displays</li> <li>• Silent dispatch (via Mobile)</li> <li>• Incident alarms</li> <li>• Unit assignments and status alarms</li> <li>• Bulk shift status changes</li> </ul>	<ul style="list-style-type: none"> <li>• Detailed command logs</li> <li>• Scheduled calls</li> <li>• Responder paging</li> <li>• Bulletins/BOLOs</li> <li>• Beat plans</li> <li>• Full audit trail</li> <li>• Custom Forms</li> </ul>
<b>Mapping</b>	<ul style="list-style-type: none"> <li>• Command-line entry</li> <li>• Drag and drop commands</li> <li>• Visual status alerts</li> <li>• User-configurable map layers</li> </ul>	<ul style="list-style-type: none"> <li>• Active calls for service</li> <li>• Call for service click-through</li> <li>• Custom map markers</li> <li>• Address validation</li> </ul>

Zuercher Suite Contract

<b>Mapping CAD Part-time/Backup</b>	<ul style="list-style-type: none"> <li>Allows for Mapping functionality as noted above to be used by Customer for part-time or backup purposes only</li> </ul>	
<b>Mapping AVL</b>	<ul style="list-style-type: none"> <li>Vehicle locations on map</li> </ul>	<ul style="list-style-type: none"> <li>Call for service integration</li> </ul>
<b>Mapping AVL Playback</b>	<ul style="list-style-type: none"> <li>Displays on the map</li> <li>View by time, by unit, by CFS</li> </ul>	<ul style="list-style-type: none"> <li>Print or export playback data</li> </ul>
<b>Civil</b>	<ul style="list-style-type: none"> <li>Civil papers, executions, distress warrants and foreclosures</li> <li>Configurable paper types</li> <li>Service attempts log</li> <li>Automatic invoice creation</li> </ul>	<ul style="list-style-type: none"> <li>Receipts and statements</li> <li>Interest calculations</li> <li>Deadline calculations</li> <li>Full audit trail</li> <li>Custom Forms</li> </ul>
<b>Jail</b>	<ul style="list-style-type: none"> <li>Automatic sentence calculation</li> <li>Cell recommendations</li> <li>Integrated camera support</li> <li>Property tracking</li> <li>Inmate and commissary accounts</li> <li>Expenses and billing</li> <li>Court tracking</li> </ul>	<ul style="list-style-type: none"> <li>Activity scheduling</li> <li>Visitor logging</li> <li>Incident and disciplinary action logging</li> <li>Digital lineups</li> <li>VINE</li> <li>Custom Forms</li> </ul>
<b>Mobile AVL</b>	<ul style="list-style-type: none"> <li>Vehicles shown on map</li> </ul>	<ul style="list-style-type: none"> <li>Call for service integration</li> </ul>
<b>Mobile CAD</b>	<ul style="list-style-type: none"> <li>User-configurable layouts</li> <li>Day/Night mode</li> <li>Instant messaging</li> </ul>	<ul style="list-style-type: none"> <li>Silent dispatch</li> <li>Bulletins/BOLOS</li> <li>NCIC queries</li> </ul>
<b>Mobile Civil</b>	<ul style="list-style-type: none"> <li>Service attempts log</li> </ul>	<ul style="list-style-type: none"> <li>Print out papers</li> </ul>

Zuercher Suite Contract

<b>Mobile Mapping</b>	<ul style="list-style-type: none"> <li>• Active calls for service</li> <li>• Map Markers</li> <li>• Visual status alerts</li> </ul>	<ul style="list-style-type: none"> <li>• User configurable map layers</li> <li>• Route from current location to CFS location</li> </ul>
<b>Mobile Records</b>	<ul style="list-style-type: none"> <li>• Cases</li> <li>• Warrants</li> </ul>	<ul style="list-style-type: none"> <li>• Master index access (including mug shots and alerts)</li> </ul>
<b>Portal</b>	<ul style="list-style-type: none"> <li>• Internal access to CFS data</li> <li>• Public access to data (as allowed by law) such as Warrants, Inmates, Cases, Incidents, Sex Offenders</li> <li>• Read-only access</li> </ul>	<ul style="list-style-type: none"> <li>• Data sharing with other Customers</li> <li>• Media reports</li> <li>• Mobile device access</li> <li>• Public tip submission</li> </ul>
<b>Records</b>	<ul style="list-style-type: none"> <li>• Configurable workflows</li> <li>• Automatic case notifications</li> <li>• Immediate access to related records</li> <li>• Supervisor reviews</li> <li>• Unlimited case report types such as Investigations, Juvenile, Narcotics</li> <li>• Security trimming for reports</li> </ul>	<ul style="list-style-type: none"> <li>• Route from current location to CFS location</li> <li>• Digital evidence linking</li> <li>• UCR/NIBRS compliant</li> <li>• Unlimited alerts such as Warrants, Sex Offenders</li> <li>• Property and evidence management</li> <li>• Custom Forms</li> </ul>
<b>Additional Agency - Records</b>	<ul style="list-style-type: none"> <li>• Allows additional agencies named herein to access and use Customer's Zuercher Records system</li> </ul>	
<p><i>Note: Workflow and personnel related items are configurable by agency. All other configuration must be agreed upon between Customer and any additional agencies.</i></p>		
<b>Reporting</b>	<ul style="list-style-type: none"> <li>• Pre-defined reports</li> <li>• Custom reports</li> <li>• Ad-hoc reports</li> <li>• Drag and drop report building</li> <li>• Export to PDF, XLS, XML, TXT</li> </ul>	<ul style="list-style-type: none"> <li>• Custom data filters</li> <li>• Statistical analysis</li> <li>• Scheduled reports</li> <li>• COMSTAT compatible</li> <li>• Emailed reports</li> </ul>

## Zuercher Suite Contract

<b>eCitations – Server &amp; Mobile</b>	<ul style="list-style-type: none"> <li>• Off-line operation</li> <li>• Driver's license and vehicle registration scanning</li> <li>• Automated NCIC driver's license and registration queries</li> </ul>	<ul style="list-style-type: none"> <li>• Prefill from NCIC return (for agency State only)</li> <li>• Paper ticket creation and printing</li> <li>• Case report association</li> </ul>
---	--	---

Zuercher will provide Customer with Zuercher's standard Wyoming eCitations form.

<b>Field Based Reporting (FBR)</b>	<ul style="list-style-type: none"> <li>• Asynchronous data connection</li> <li>• Approval process</li> <li>• Case associations</li> </ul>	<ul style="list-style-type: none"> <li>• NCIC-return linking</li> <li>• Physical evidence logging</li> <li>• Digital photo attachment</li> </ul>
------------------------------------	---	--

<b>Property &amp; Evidence Extend</b>	<ul style="list-style-type: none"> <li>• Barcoding</li> <li>• Audits</li> <li>• Bulk actions</li> <li>• Chain of custody</li> </ul>	<ul style="list-style-type: none"> <li>• Digital property and evidence</li> <li>• Physical property and evidence</li> <li>• Electronic signatures</li> <li>• Photo attachments</li> </ul>
---------------------------------------	---	---

<b>Jail Extend</b>	<ul style="list-style-type: none"> <li>• Cell checks</li> <li>• Head counts</li> </ul>	<ul style="list-style-type: none"> <li>• Shift log</li> <li>• Activity tracking</li> </ul>
--------------------	--	--

## 1.1 Interfaces

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

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

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

### 1.1.1 CAD – Basic Paging Interface (SMS/Email)

This is a one-way interface from Zuercher CAD. Pages are sent via email, SMS, and/or CAP codes from Zuercher CAD. Zuercher enables the paging functionality in CAD.

*Customer is responsible for configuring paging groups, templates, and trigger events for this interface.*

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

This is a one-way interface from the 911 service provider to Zuercher CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

*Customer is responsible for ensuring that:*

- (a) 911 service provider sets up the serial connection from the 911 controller to Zuercher CAD.

**Zuercher Suite Contract**

*(b) 911 spill data can be pushed to Zuercher CAD at a decided upon frequency.*

*(c) ALL data meets NENA standards*

**1.1.3 CAD - Fire Bridge RMS Interface (Export) ImageTrend**

This is a one-way interface between CAD and ImageTrend's Fire Bridge RMS. Upon the completion of a call for service (CFS) or applicable unit assignment in CAD, Zuercher calls ImageTrend's SOAP-based web service and pushes CFS data to the Fire Bridge RMS. The data push is XML format as provided by ImageTrend, and contains CFS details, including CFS number, location, and applicable unit times. ImageTrend is responsible for managing the web service.

**1.1.4 CAD - Patient Care EMS Interface (Export) ImageTrend**

This is a one-way interface between CAD and ImageTrend's Patient Care EMS. Upon the completion of a call for service (CFS) or applicable unit assignment in CAD, Zuercher calls ImageTrend's SOAP-based web service and pushes CFS data to Patient Care. The data push is XML format as provided by ImageTrend, and contains CFS details, including CFS number, location, and applicable unit times. ImageTrend is responsible for managing the web service.

**1.1.5 CAD – Rip and Run Interface (Fax/Email)**

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. Zuercher provides the connection from Zuercher Suite to the SMTP server.

*Customer will provide Zuercher with SMTP information for setup and will manage all user configurations.*

**1.1.6 Jail - Commissary Interface (Export) – Swanson**

This is a one-way interface from Zuercher Jail to export inmate demographic data in XML, CSV, or JSON format. Zuercher will deploy a RESTful web service containing the inmate demographic data for Swanson to access and consume. Zuercher will also provide Swanson with credentials to access the RESTful web service. Data exposed in the RESTful web service will be set up by Zuercher.

**1.1.7 Jail - Livescan/AFIS Interface (Export) - Morpho Trust**

This is a one-way interface from Zuercher Jail to the AFIS network. When an inmate is booked into Jail, a NIST file is sent to the AFIS Livescan device. Zuercher creates the web service which sends the NIST file to AFIS.

**1.1.8 Jail – N-DEx Adapter (IB IEPD)**

This is an adapter that produces XML that is conformant to the N-DEx Incarceration/Booking (IB) 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.

**1.1.9 Jail - VINE Interface (Export)**

This is a one-way interface from Zuercher Jail to Appriss. Zuercher will create a read-only database connection for Appriss to access specific data views. Upon the completion of an inmate booking and when an inmate is released, inmate data will be made available through these views for consumption by Appriss. Appriss is responsible for querying these views for booking and release data, as well as daily active inmate population reports. Zuercher will provide Appriss with database user information.

**Zuercher Suite Contract****1.1.10 Records - Accident Reporting Interface (Import) Report Beam**

This is a one-way interface from the Accident Reporting system (Report Beam) to Zuercher Records. Report Beam will send accident records as XML files to an FTP/SFTP location once those records are complete within Report Beam. The XML files will be processed by Zuercher and imported into Records, where they will become part of the accident report log, after review and approval by Records personnel. Report Beam will host and maintain the FTP/SFTP site. Zuercher will provide functionality for importing the files from the FTP/SFTP location and the removal of those files from the FTP/SFTP location once they have been approved into Records.

**1.1.11 Records – eCitations Court Interface (Export)**

This is a one-way interface from Zuercher Records to Justice Systems' Full Court application. Once per day, citations records will be exported from Zuercher Suite as a flat file to a network share or FTP hosted by Customer, court, or Justice Systems. From there, Justice Systems processes the files into the Full Court system. Zuercher will submit the flat files per the vendor-supplied specifications.

**1.1.12 Records – N-DEx Adapter (IA IEPD)**

This is an adapter 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.

**1.1.13 Records - WY Crime Reporting (UCR) Interface**

This is a one-way interface from Zuercher Records to WY UCR system. 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, Customer provides the file to the state system. Zuercher creates functionality to support the text file export from Records.

**1.1.14 Zuercher Suite – NCIC Interface (Basic Query Package)**

This is a two-way interface between Zuercher Suite and the Zuercher-provided NCIC server. The following basic queries will be generated by Zuercher Suite and passed to the NCIC server: DQ (Driver's License), RQ (Vehicle Registration), BQ (Boat), QA (Article), QG (Gun), and Driver History. The Zuercher-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Zuercher Suite.

*Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which Customer is located.*

**1.1.15 Zuercher Suite – Additional Agency NCIC Interface (Basic Query Package)**

This interface allows for additional agencies on the same system, other than Customer, to access and use the NCIC functionality described in this *Statement of Work, Section 1.1.14*.

**1.1.16 Zuercher Suite – NCIC Interface (Criminal History Package)**

This is a two-way interface between Zuercher Suite and the Zuercher-provided NCIC server. The following criminal history queries will be generated by Zuercher Suite and passed to the NCIC server: QH, QR, QWI, ZR. The Zuercher-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Zuercher Suite. The Customer will provide a network connection and necessary authentication to the state message switch from the NCIC server.

**Zuercher Suite Contract**

**1.1.17 Zuercher Suite – Time Synchronization Interface**

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

**1.2 Data Conversion**

Zuercher will provide data conversion services from one (1) of Customer's current software database sources to one (1) Zuercher database module. For example, Customer's current CAD database will be converted to Zuercher CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

Zuercher will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to Zuercher software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

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

- (a) MS SQL .bak files with database version and credential information
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information
- (d) MS Access 2003 or newer .mdb files
- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

*Note: Data generated by Customer or Jackson Hole Police Department in the following systems will be converted as described.*

**1.2.1 Alliance CAD**

Data will be converted into the Zuercher CAD module from the Alliance CAD database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, "Alliance\_backup\_2016\_09\_07\_030002\_6434444.bak".

**1.2.2 Alliance Records**

Data will be converted into the Zuercher Records module from the Alliance Records database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, "Alliance\_backup\_2016\_09\_07\_030002\_6434444.bak".

**1.2.3 ITI Jail**

Data will be converted into the Zuercher Jail module from the ITI Jail database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, "ITI JailAdmin.zip".

**1.2.4 Alliance Records (Civil)**

Data will be converted into the Zuercher Civil module from the Alliance Records database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, "Alliance\_backup\_2016\_09\_07\_030002\_6434444.bak".

**Zuercher Suite Contract**

**1.2.5 GIS Data Conversion (One-time Set Up)**

In Zuercher's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, Zuercher will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

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

Zuercher cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with Zuercher to ensure the data is built according to the desired specifications.

**2.0 Customer Hardware, Network and Power Requirements**

Zuercher is not responsible for installation or networking of the computer hardware required for operating Zuercher Software.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

**2.1 Server Hardware**

1. Two (2) rack-mount servers are included in *Exhibit B: Pricing Detail* and will be purchased by Customer as part of this agreement.
2. They will be configured as Zuercher Suite Servers as follows:
  - (a) One (1) Production Server with Lantronix remote access device
  - (b) One (1) Testing/Training server
3. The servers will be installed at Teton County Sheriff's Office.
4. In addition to the standard Zuercher Suite operating environment, the Production Server will have the capability of running the following on a virtual machine:
  - (a) One (1) virtual NCIC server (message switch)
  - (b) One (1) virtual GIS server
5. Ten (10) inches of rack space is required at the primary server location for one (1) Zuercher Suite Production rack-mounted server (3.5"), one (1) Zuercher Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").

**2.2 Production and Testing/Training Server Network Requirements**

1. Six (6) open Ethernet cables and ports to be used by one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1)

**Zuercher Suite Contract**

Lantronix remote access device.

2. Static IP addresses that include four (4) for the Zuercher Suite Production rack-mounted server, three (3) for the Zuercher Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by Zuercher.

**2.3 Production and Testing/Training Server Power Requirements**

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

**2.4 Peripheral Hardware**

**2.4.1 Civil – Electronic Signature Pad (Topaz)**

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

**2.4.2 Jail – Mugshot Camera Package**

This contract will provide for one (1) mugshot camera package that will include one (1) Canon EOS Rebel Body, one (1) EF-S 38-55mm lens, one (1) strap, one (1) video cable, one (1) USB interface cable, one (1) battery pack, one (1) battery charger, one (1) Canon AC Adapter Kit, and one (1) InPhoto ID SLR license.

**2.4.3 Jail – Electronic Signature Pad (Topaz)**

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

**2.4.4 Mobile – GPS Receiver (Garmin)**

This contract will provide for sixty-seven (67) GPS receivers. These GPS receivers are the Garmin 18x USB model.

**2.4.5 Mobile – 2D Driver's License Reader (L-Tron)**

This contract will provide for twenty-five (25) L-Tron 2D driver's license readers.

**2.4.6 Mobile – Mobile Printer Package (Zebra RW420)**

This contract will provide for twenty (20) mobile printer packages that will include one (1) Zebra RW420 (200 dpi, Bluetooth) printer, one (1) six foot USB cable, one (1) auto power adapter, and six (6) rolls of printer paper.

**Zuercher Suite Contract**

*\*Customer must purchase printer mounts separately.\**

**2.4.7 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp)**

This contract will provide for three (3) property and evidence barcode scanner and printer packages that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

**2.4.8 Records – Property & Evidence Camera Package (Canon EOS Rebel)**

This contract will provide for two (2) property & evidence camera package that will include one (1) Canon EOS Rebel Body, one (1) EF-S 38-55mm lens, one (1) strap, one (1) video cable, one (1) USB interface cable, one (1) battery pack, one (1) battery charger, one (1) Canon AC Adapter Kit, and one (1) InPhoto ID SLR license.

**2.4.9 Records – Electronic Signature Pad (Topaz)**

This contract will provide for three (3) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

**2.4.10 Mobile – Mobile Printer Package**

Customer will provide mobile printers. If it is determined during implementation that the Customer provided mobile printers are not compatible with Zuercher Suite, Zuercher will provide options for Customer to select and purchase approved mobile printers.

## 3.0 Services

### 3.1 Project Management

**3.1.1 Customer Project Manager**

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a Zuercher Build Team. With assistance from Zuercher Implementation Analysts, Customer's Build Team is responsible for the configuration of Zuercher software. The Build Team should expect to devote 10-20% of each week of implementation to Zuercher configuration work.

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

Customer's Dedicated Project Manager

---

**3.1.1.1 Customer's Dedicated Project Manager Responsibilities**

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
  - (a) Module Subject Matter Experts (SMEs)
  - (b) Hardware Project Manager

**Zuercher Suite Contract**

- (c) Zuercher Build Team Members
  - (d) Data Conversion Review Team Members
  - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
  4. Escalate issues to the Zuercher project manager
  5. Eliminate roadblocks for completing project on schedule; however, Zuercher recognizes that the Customer may have emergency issues arise from time to time which could require immediate attention and take first priority over the project.
  6. Sign various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner
  7. Organize training schedules, training rooms, and training equipment
  8. Provide real world scenarios for testing and review

**3.1.2 Zuercher Project Manager and Project Team**

From the start of the project, a Zuercher project manager will work with Customer as the single point of contact for implementation of the Zuercher Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

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

**3.2 Implementation Process Overview**

Zuercher uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the Zuercher implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon as part of the CMD Approval process to ensure a successful Go Live.

**3.2.1 Kickoff Meeting**

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement work, system (server) installations and scheduling the Business Practice Review (BPR).

**3.2.2 Business Practice Review**

During this meeting, the Zuercher project team works with Customer's build team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the Zuercher project team documents in the CMD how the software currently meets those

**Zuercher Suite Contract**

needs or how Zuercher plans to develop additional functionality to fulfill them.

**3.2.3 CMD Approval**

After the CMD is composed, the Zuercher project team reviews it with Customer's project manager and build team and to ensure that all aspects of the initial proposal have been satisfied.

**3.2.4 Configuration, Conversion, and Interfaces**

After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration, data conversions, and interfaces.

**3.2.4.1 Configuration**

Customer plays a large part in the configuration and setup of the final system. Configuration of Zuercher software is guided by Implementation Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

**3.2.4.2 Data Conversion and GIS Data Conversion**

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a Zuercher Implementation Analyst. Code tables will not be part of the converted data.

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

*A thorough data conversion review by Customer is imperative for an effective and organized Zuercher software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to Zuercher configuration work. Each module converted will require participation of SMEs.*

See *Exhibit A: Statement of Work: 1.2 GIS Data Conversion* for information regarding the GIS data conversion process.

**3.2.4.3 Interfaces**

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial Zuercher kickoff meeting. Customer will set up conference calls with Zuercher and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from Zuercher software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between Zuercher and the third-party interface vendor(s).

*Zuercher software interface specifications must be clearly defined in the CMD and thoroughly tested by Customer before Go Live.*

**3.2.5 Final System Review**

Throughout the project, implementation analysts from Zuercher will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

**3.2.6 Train-the-Trainer and/or End User Training**

Zuercher offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient

### Zuercher Suite Contract

time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

#### **3.2.7 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.

#### **3.2.8 System Acceptance**

Customer has reviewed 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 and Go Live Support**

#### **3.3.1 Training**

Zuercher staff will provide for up to thirty-one (31) person-days of on-site or remote training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). Zuercher will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

##### **3.3.1.1 System Admin Training and Configuration**

(5 person days on-site, 4 remote) – The first portion of training will be performed by the Zuercher project team. Team members will train and guide Customer's Build Team in configuring the Zuercher Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through Zuercher-guided configuration of the system, the Build Team becomes well versed in the Zuercher software system administration.

##### **3.3.1.2 Train-the-Trainer and/or End User Training**

(20 person days on-site) – Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in Zuercher software that each group needs to know and use.

##### **3.3.1.3 Refresher Training**

(2 person days remote) – Zuercher will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using Zuercher Suite.

#### **3.3.2 Training Resources**

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

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

##### **3.3.2.1 Trainer Resources**

1. One (1) computer with a network connection
2. Most recent Zuercher Suite version installed and tested (includes login)

**Zuercher Suite Contract**

3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

**3.3.2.2 Trainee Resources**

1. Five (5) to ten (10) computers with network connections two (2) monitors required, three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent Zuercher Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

**3.3.3 Go Live Support**

(12 person days on-site) – Zuercher staff will be on site at Customer site for Go Live. The project manager and/or implementation analysts will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions.

## Exhibit B: Pricing Detail

Software and Servers	Comments	Unit	Qty	Price	Total
Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)			1	\$ 18,000	\$ 18,000
Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)			1	\$ 12,000	\$ 12,000
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1	\$ 4,000	\$ 4,000
Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	\$ 9,000	\$ 9,000
Esri Server License (Esri ArcGIS for Server Workgroup Standard)			1	\$ 5,000	\$ 5,000
Esri Analyst License (Esri ArcGIS Network Analyst for Server)			1	\$ 5,000	\$ 5,000
Administration Server License	Teton County SO		1	\$ 7,500	\$ 7,500
Administration Server License - Additional Agency	Jackson Hole PD		1	\$ 3,750	\$ 3,750
CAD Server License		Per Agency	1	\$ 42,000	\$ 42,000
CAD - Basic Paging Interface (SMS/Email)			1	Included	Included
CAD - E911 (ANI/ALI) Interface			1	Included	Included
CAD - Fire Bridge RMS Interface (Export)			1	\$ 5,500	\$ 5,500
CAD - Patient Care EMS Interface (Export)			1	\$ 5,500	\$ 5,500
CAD - Rip and Run (Fax/Email) Interface			1	Included	Included
Mapping CAD Client License (for all full-time CAD workstations)		Per Agency	1	\$ 20,000	\$ 20,000
Mapping CAD Part-Time/Backup License		Per Seat	5	\$ 750	\$ 3,750
Mapping AVL Server License	Teton County SO	Per Agency	1	\$ 14,000	\$ 14,000
Mapping AVL Playback Server License			1	\$ 4,500	\$ 4,500
Civil Server License		Per Agency	1	\$ 12,500	\$ 12,500
Jail Server License		Per Facility	1	\$ 25,000	\$ 25,000
Jail - Commissary Interface (Export)	Swanson		1	\$ 5,000	\$ 5,000
Jail - Livescan/AFIS Interface (Export)	Morpho Trust		1	\$ 6,500	\$ 6,500
Jail - N-DEx Adapter (IB IEPD)			1	Included	Included
Jail - VINE Interface (Export)			1	\$ 5,000	\$ 5,000
Mobile Server License			1	\$ 12,750	\$ 12,750
Mobile AVL Client License	Teton County SO	Per Unit	25	\$ 200	\$ 5,000
Mobile AVL Client License	Jackson Hole PD	Per Unit	25	\$ 200	\$ 5,000
Mobile AVL Client License	Jackson Hole Fire/EMS	Per Unit	17	\$ 200	\$ 3,400
Mobile CAD Client License	Teton County SO	Per Unit	25	\$ 450	\$ 11,250
Mobile CAD Client License	Jackson Hole PD	Per Unit	25	\$ 450	\$ 11,250
Mobile CAD Client License	Jackson Hole Fire/EMS	Per Unit	17	\$ 450	\$ 7,650
Mobile Civil Client License	Teton County SO	Per Unit	25	Included	Included
Mobile eCitations Client License	Teton County SO	Per Unit	25	\$ 350	\$ 8,750
Mobile eCitations Client License	Jackson Hole PD	Per Unit	25	\$ 350	\$ 8,750
Mobile Mapping Client License	Teton County SO	Per Unit	25	\$ 550	\$ 13,750
Mobile Mapping Client License	Jackson Hole PD	Per Unit	25	\$ 550	\$ 13,750
Mobile Mapping Client License	Jackson Hole Fire/EMS	Per Unit	17	\$ 550	\$ 9,350
Mobile NCIC Client License	Teton County SO	Per Unit	25	Included	Included
Mobile NCIC Client License	Jackson Hole PD	Per Unit	25	Included	Included
Mobile Records Client License	Teton County SO	Per Unit	25	\$ 950	\$ 23,750
Mobile Records Client License	Jackson Hole PD	Per Unit	25	\$ 950	\$ 23,750

Teton County Sheriff's Office



Zuercher Suite Contract

Portal Server License			1	\$ 12,500	\$ 12,500
Records Server License			1	\$ 50,000	\$ 50,000
Records Server License - Additional Agency			1	\$ 15,000	\$ 15,000
Records eCitations Server License			1	\$ 7,500	\$ 7,500
Records eCitations Form	State Form		1	\$ 12,500	\$ 12,500
Records - Accident Reporting Interface (Import)	Report Beam		1	\$ 6,500	\$ 6,500
Records - eCitations Court Interface (Export)	Full Court		1	\$ 15,000	\$ 15,000
Records - N-DEX Adapter (IA IEPD)			1	Included	Included
Records - WY Crime Reporting (UCR) Interface			1	Included	Included
Reporting Server License			1	Included	Included
Reporting Universal Interface Engine			1	Included	Included
Extend Adapter License	Teton County SO	Per Agency	1	\$ 2,500	\$ 2,500
Extend Adapter License	Jackson Hole PD	Per Agency	1	\$ 2,500	\$ 2,500
Field Based Reporting Extend Client License	Teton County SO	Per Unit	25	\$ 350	\$ 8,750
Property and Evidence Extend Client License	Teton County SO	Per Unit	2	\$ 350	\$ 700
Property and Evidence Extend Client License	Jackson Hole PD	Per Unit	2	\$ 350	\$ 700
Jail Extend Client License	Teton County SO	Per Unit	2	\$ 350	\$ 700
Zuercher Suite - WCJIN/NCIC Interface (Basic Queries )	QA (Article), BQ (Boat), DQ (Drivers License), QG (Gun), RQ (Vehicle Registration), Data Mining (WY only)		1	\$ 10,000	\$ 10,000
Zuercher Suite - Additional Agency WCJIN/NCIC Interface			1	\$ 2,500	\$ 2,500
Zuercher Suite - WCJIN/NCIC Interface (Criminal History)			1	\$ 1,250	\$ 1,250
Zuercher Suite - Time Synchronization Interface			1	Included	Included
<b>Software and Servers Pre-Discount Subtotal</b>					<b>\$ 520,250</b>
<b>Software and Servers Discount</b>					<b>\$ (98,520)</b>
<b>Software and Servers Total</b>					<b>\$ 421,730</b>
Peripheral Hardware	Comments	Unit	Qty	Price	Total
Civil - Electronic Signature Pad (Topaz)	Teton County SO		1	\$ 495	\$ 495
Jail - Mugshot Camera Package (Canon EOS Rebel)	Teton County SO		1	\$ 1,495	\$ 1,495
Jail - Electronic Signature Pad (Topaz)	Teton County SO		1	\$ 495	\$ 495
Mobile - GPS Receiver (Garmin)	Teton County SO		25	\$ 85	\$ 2,125
Mobile - GPS Receiver (Garmin)	Jackson Hole PD		25	\$ 85	\$ 2,125
Mobile - GPS Receiver (Garmin)	Jackson Hole Fire/EMS		17	\$ 85	\$ 1,445
Mobile - 2D Driver's License Reader (L-Tron)	Teton County SO		25	\$ 595	\$ 14,875
Mobile - Mobile Printer Package (Zebra)	Teton County SO		20	\$ 935	\$ 18,700
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Teton County SO		2	\$ 1,295	\$ 2,590
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Jackson Hole PD		1	\$ 1,295	\$ 1,295
Records - Property & Evidence Camera Package (Canon EOS Rebel)	Jackson Hole PD		1	\$ 1,495	\$ 1,495
Records - Property & Evidence Camera Package (Canon EOS Rebel)	Teton County SO		1	\$ 1,495	\$ 1,495
Records - Electronic Signature Pad (Topaz)	Teton County SO		2	\$ 495	\$ 990
Records - Electronic Signature Pad (Topaz)	Jackson Hole PD		1	\$ 495	\$ 495
<b>Peripheral Hardware Total</b>					<b>\$ 50,115</b>

Zuercher Suite Contract

Services	Comments	Unit	Qty	Price	Total
Project Manager (includes travel time & expenses)		Per Project	1	\$ 42,290	\$ 42,290
System Admin Training and Configuration (on-site, includes travel time & expenses)		Per Day	5	\$ 1,295	\$ 6,475
System Admin Training and Configuration (remote)		Per Day	4	\$ 795	\$ 3,180
Administration Training (on-site, includes travel time & expenses)		Per Day	1	\$ 1,295	\$ 1,295
CAD Training (on-site, includes travel time & expenses)		Per Day	3	\$ 1,295	\$ 3,885
Civil Training (on-site, includes travel time & expenses)		Per Day	1	\$ 1,295	\$ 1,295
Extend Training (on-site, includes travel time & expenses)		Per Day	3	\$ 1,295	\$ 3,885
Jail Training (on-site, includes travel time & expenses)		Per Day	1	\$ 1,295	\$ 1,295
Mobile Training (on-site, includes travel time & expenses)		Per Day	6	\$ 1,295	\$ 7,770
Records Training (on-site, includes travel time & expenses)		Per Day	5	\$ 1,295	\$ 6,475
Go-live Support (on-site, includes travel time & expenses)		Per Day	12	\$ 1,295	\$ 15,540
Refresher Training (remote)		Per Day	2	\$ 795	\$ 1,590
Mapping – One-time GIS Data Set Up			1	\$ 4,500	\$ 4,500
Data Conversion	Alliance CAD	Per Module	1	\$ 7,500	\$ 7,500
Data Conversion	Alliance RMS	Per Module	1	\$ 7,500	\$ 7,500
Data Conversion	Alliance Civil	Per Module	1	\$ 7,500	\$ 7,500
Data Conversion	ITI JMS	Per Module	1	\$ 7,500	\$ 7,500
<b>Services Total</b>					<b>\$ 129,475</b>
<b>TOTALS</b>					<b>Total</b>
<b>Software and Servers Pre-Discount Subtotal</b>					<b>\$ 520,250</b>
<b>Software and Servers Discount</b>					<b>\$ (98,520)</b>
<b>Software and Servers Total</b>					<b>\$ 421,730</b>
<b>Peripheral Hardware Total</b>					<b>\$ 50,115</b>
<b>Services Total</b>					<b>\$ 129,475</b>
<b>TOTAL</b>					<b>\$ 601,319</b>
<b>Maintenance &amp; Support Pre-Discount Subtotal</b>					<b>\$ 92,071</b>
<b>Maintenance &amp; Support Discount</b>					<b>\$ (11,684)</b>
<b>Maintenance &amp; Support (Year 1)</b>			1		<b>\$0.00</b>
<b>Maintenance &amp; Support (Year 2)</b>			1		<b>\$ 80,387</b>
*Taxes are not included in the pricing.					
On-site services provided on a 'per day' basis may include both actual time spent on site as well as travel time to and from the site.*					

### Exhibit C: Payment Schedule

The total amount of this contract is \$601,319.00.

The amounts due under this contract are as follows:

Upon contract execution	20%	\$120,263.80
Upon System Installation	20%	\$120,263.80
Upon Completion of Training	35%	\$210,461.65
Upon System Acceptance	25%	\$150,329.75

Commencing one year from Go Live, an annual maintenance fee of \$80,387.00 will be due. The annual maintenance fee will remain the same amount, \$80,387.00, for Year 3. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section [8.13 Taxes](#) for more information.

## **Exhibit D: Maintenance Agreement**

### **1.0 Term**

The initial term of annual Maintenance under this Exhibit D begins on the date of Go Live and ends twelve (12) months thereafter. The fee for the initial term is included as a line item in the pricing set forth in *Exhibit B: Pricing Detail*. Maintenance is renewable on an annual basis upon payment of the applicable maintenance and support fee. Zuercher will invoice Customer prior to the end of each annual maintenance term.

### **2.0 Software Updates**

While this Agreement has not expired, Zuercher will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by Zuercher pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

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

#### **2.1 Included Updates**

Updates will be provided on an as-available basis and include the items listed below:

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

#### **2.2 Not-Included Updates**

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

### **3.0 Support**

#### **3.1 General Support**

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

Support does not include custom programming services or training.

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

#### **3.2 Server Hardware Maintenance**

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

### **3.3 Customer Responsibilities**

#### **3.3.1 Access to Premises**

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

#### **3.3.2 Zuercher Server Access**

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

#### **3.3.3 System Administrator**

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

#### **3.3.4 Security**

Customer is responsible for providing all network and physical security.

#### **3.3.5 System Updates**

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