CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 18, 2018 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT LAW RECORDS MANAGEMENT SYSTEM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared approve an Interlocal Cooperation Agreement for a County-wide Law Records Management System.

FISCAL IMPACT

Funding for the La Vista share (78,466) is included in the FY19-20 biennial budget.

RECOMMENDATION

Approval.

BACKGROUND

In 1999, the four law enforcement agencies in Sarpy County (La Vista, Papillion, Bellevue and Sarpy County) agreed to create and fund a county-wide law enforcement records management system (LRMS). LRMS software from the Printrak Corporation (bought out by Motorola in 2000) was selected and has been in use for over 18 years. Motorola notified Sarpy County in 2015 regarding the software coming to "end of life" in 2018 (meaning Motorola will no longer provide support and maintenance of the software). Since 2015, representatives from the four agencies have met and vetted several LRMS systems. In 2017, the Committee narrowed the selection of a new LRMS system to three companies, and unanimously recommended ProPhoenix. A cost-share formula was developed as well as an Interlocal Cooperation Agreement for funding and implementation of the system.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, NEBRASKA, THE CITY OF PAPILLION, NEBRASKA, AND THE CITY OF BELLEVUE, NEBRASKA FOR A COST SHARING AGREEMENT WITH SARPY COUNTY FOR THE PROPHOENIX LAW RECORDS MANAGEMENT SYSTEM.

WHEREAS, the Parties wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act"); and

WHEREAS, Sarpy County has entered into a Software License and Support Agreement with ProPhoenix for an Integrated Public Safety Software System (attached hereto and incorporated as "Exhibit 2"), a Statement of Work with ProPhoenix (attached hereto and incorporated as "Exhibit 3"), and a Consulting Agreement with Public Safety Consultants, Inc. (hereinafter "PSCI") for project management (attached hereto and incorporated as "Exhibit 4"); and

WHEREAS, ProPhoenix will implement Phoenix Software and other ProPhoenix deliverables as described in Exhibits 2 and 3. ProPhoenix responsibility includes understanding, describing, documenting, coordinating, reporting, and managing the overall Implementation Plan with Sarpy County, pursuant to Exhibits 2 and 3; and

WHEREAS, PSCI will provide project management services for Sarpy County for the implementation of the Agreements with ProPhoenix, pursuant to Exhibit 4; and

WHEREAS, the cities of La Vista, Bellevue and Papillion wish to utilize the services and products of ProPhoenix and PSCI under the same terms and conditions as the County; and

WHEREAS, the cities of La Vista, Bellevue and Papillion desire to enter into a cost sharing agreement with Sarpy County in order to outline the terms of payment for services which shall benefit the cities; and

WHEREAS, the City of La Vista's portion as described in Exhibit 1 is an amount not to exceed $78,466;

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with Sarpy County, Nebraska, the City of Papillion, Nebraska, and the City of Bellevue, Nebraska for a cost sharing agreement with Sarpy County for the ProPhoenix Law Records Management System.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

_____
Douglas D. Kindig, Mayor

ATTEST:

_____
Pamela Buethe, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and Cities of Bellevue, Nebraska; La Vista, Nebraska; and Papillion, Nebraska ("Cities"), located in the County of Sarpy, State of Nebraska, collectively referred to herein as "the Parties,"

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §§ 13-801 through 13-827, enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and developments of local communities; and

WHEREAS, the parties hereto are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and

WHEREAS, Sarpy County has entered into a Software License and Support Agreement with ProPhoenix for an Integrated Public Safety Software System (attached hereto and incorporated as "Exhibit 2"), a Statement of Work with ProPhoenix (attached hereto and incorporated as "Exhibit 3"), and a Consulting Agreement with Public Safety Consultants, Inc. (hereinafter "PSCI") for project management (attached hereto and incorporated as "Exhibit 4"); and

WHEREAS, ProPhoenix will implement Phoenix Software and other ProPhoenix deliverables as described in Exhibits 2 and 3. ProPhoenix responsibility includes understanding, describing, documenting, coordinating, reporting, and managing the overall Implementation Plan with Sarpy County, pursuant to Exhibits 2 and 3; and

WHEREAS, PSCI will provide project management services for Sarpy County for the implementation of the Agreements with ProPhoenix, pursuant to Exhibit 4;

WHEREAS, the Cities wish to utilize the services and products of ProPhoenix and PSCI under the same terms and conditions as the County; and

WHEREAS, the Parties desire to enter into a cost sharing agreement in order to outline the terms of payment for services which shall benefit the Cities.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, IT IS AGREED:

A. GENERAL PURPOSE: In consideration of these mutual promises, the Parties hereby agree to share the costs of (a) the agreement for an Integrated Public Safety Software System (the new "Law Records Management System" or "New LRMS") provided by ProPhoenix, (b) project management provided by the Consultant, PSCI, and (c) external interfaces. Each party will contribute to the initial total cost of those elements in the respective amounts shown on "Exhibit 1," attached hereto and incorporated by this reference. (The Parties do not agree to share and will not share in (1) the costs of the Q-Tel Ext. Interface or the Q-Tel ProPhoenix Interface shown on Exhibit 1, which costs shall be paid solely by the City of Bellevue, or (2) the costs of the ProPhoenix Civil Process shown on Exhibit 1, which costs shall be paid solely by the

County of Sarpy.) The Cities shall be granted the use of the Public Safety Software System for law enforcement purposes under the same terms and conditions as the County, as more specifically outlined in Exhibits 2, 3 and 4. If any Party under this agreement contracts for additional interface software not provided or specified herein, the Party must notify Sarpy County of such contract, and assume full responsibility for payment of those additional services.

B. DURATION: This Agreement shall commence immediately when it has been executed by all four Parties. It shall remain in effect for one year thereafter and it shall thereafter automatically renew for successive additional one year periods, provided, any City Party may withdraw from participation in this Agreement and terminate its obligations for financial contributions for future time periods under this Agreement, as of any automatic renewal date (beginning with the automatic renewal date in 2019), by giving written notice of withdrawal to every other Party not less than 90 days prior to the effective date of the withdrawal. If any City Party gives such a notice of withdrawal, any other City Party may thereupon give written notice of withdrawal to every other Party not less than 60 days prior to the effective date of the withdrawal. Withdrawal by a City Party shall terminate that City Party's right to use of the Public Safety Software System as of the effective date of withdrawal by that City Party. The annual cost share of the ProPhoenix support services shall be re-evaluated annually, after initial system acceptance, and each Party's proportionate share of such support services costs (not including any support services costs regarding the Q-Tel Ext. Interface, the Q-Tel ProPhoenix Interface, and the ProPhoenix Civil Process) shall be determined as of May 1 of each year, beginning with May 1, 2019, by dividing the Party's total number of then fiscally authorized sworn law enforcement personnel by the sum total of then fiscally authorized sworn law enforcement personnel of all of the Parties.

C. INVOICES AND PAYMENT: For the services described herein, Sarpy County shall pay ProPhoenix and PSCI under the terms of Exhibits 2, 3, and 4. Sarpy County shall provide each Party with a quarterly invoice for that Party's respective cost share of the agreements, together with adequate documentary support for the calculation of such cost share. Payment is due in full to Sarpy County within thirty (30) days of receipt.

D. COMPLIANCE WITH AGREEMENT: The Cities hereby agree to and shall be bound by the terms of the Agreements, attached as Exhibits 2 and 3, to the same extent and duration as the County, except as otherwise provided above. Any material breach of the terms of such Agreements by a City Party shall terminate that City Party's rights under this Interlocal Agreement and the Agreements with ProPhoenix and PSCI. In no event shall any indemnification obligation imposed on a City Party by Exhibits 2 and 3 allow or require indemnification in excess of the statutory limits of liability specified in the Nebraska Political Subdivisions Tort Claims Act or in other provisions of law.

E. GOVERNANCE: An Executive Board, composed of the Sarpy County Sheriff and the Police Chiefs from the Cities of Bellevue, La Vista, and Papillion (or his/her designee), shall be created to govern the affairs of the ProPhoenix Integrated Safety Software System. Such Executive Board shall be created by a separate document.

F. NOTICE: Notice to the parties shall be given in writing to the agents for each party named below:

> City of La Vista:
> City Clerk
> 8116 Park View Blvd.
> La Vista, NE 68128
>
> City of Papillion:
> City Clerk
> 122 East 3rd St.
> Papillion, NE 68046
>
> City of Bellevue:
> City Clerk
> 1500 Wall St.
> Bellevue, NE 68005
>
> Sarpy County:
> Clerk of Sarpy County
> 1210 Golden Gate Drive, Suite 1250
> Papillion, NE 68046

G. RESIDENCY VERIFICATION CLAUSE: Pursuant to Neb. Rev. Stat. § 4-114 *et seq*., each Party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

H. NON DISCRIMINATION: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, *et seq*.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, *et seq*., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

I. NO SEPARATE ENTITY: This Agreement does not create a separate legal or administrative entity under Neb. Rev. Stat. § 13-804(3). No other person or entity is a party to this Agreement, either directly or as a third party beneficiary.

J. NO RELIEF FROM LEGAL OBLIGATIONS: Pursuant to Neb. Rev. Stat. §13-804(5), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

K. AMENDMENTS: This Agreement may not be amended except by mutual agreement of the Parties and then only in writing.

L. ENTIRE AGREEMENT: This instrument and its incorporated exhibits contains the entire Agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. This instrument may be executed in one or more identical counterparts which, taken together, shall form but one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to be effective as of the last date of signature below.

COUNTY OF SARPY, NEBRASKA,

A Nebraska Political Subdivision

By: _____
       Sarpy County Board Chairman

Date: _____

Attest:

_____
Deb Houghtaling, County Clerk

Approved as to Form:

_____
Deputy Sarpy County Attorney

CITY OF BELLEVUE, NEBRASKA,

A municipal corporation and Nebraska Political Subdivision

By: _____
    Mayor

Date: _____

Attest:

_____
City Clerk

Approved as to Form:

_____
Bellevue City Attorney

CITY OF PAPILLION, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By: _____
    Mayor

Date: _____

Attest:

_____
City Clerk

Approved as to Form:

_____
Papillion City Attorney

CITY OF LA VISTA, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By: _____
    Mayor

Date: _____

Attest:

_____
City Clerk

Approved as to Form:

_____
La Vista City Attorney

EXHIBIT 1

Cost Breakdown by Agency

Agency	Sworn FY18	%	New LRMS	Consultant	External Interfaces	Q-Tel Ext. Interface	Q-Tel ProPhx Interface	ProPhx Civil Process	TOTAL
La Vista	37	12.33%	$61,976	$6,561	$9,928				$78,466
Papillion	44	14.67%	$73,701	$7,803	$11,807				$93,311
Bellevue	98	32.67%	$164,153	$17,379	$26,297	$30,000	$21,000		$258,828
SCSO	121	40.33%	$202,678	$21,457	$32,468			$15,000	$271,604
Total	**300**	**100.00%**	**$502,508**	**$53,200**	**$80,500**	**$30,000**	**$21,000**	**$15,000**	**$702,208**

Exhibit 2

shi

County of Sarpy NE

Inside Account Manager

Beth Garber
1210 Golden Gate Drive
Papillion, NE 68046
United States
Phone: (402) 593-4476
Fax:
Email: bgarber@sarpy.com

Alyssa Benson
290 Davidson Ave
Somerset, NJ 08873
Phone: 888-591-3400
Fax: 877-289-6088
Email: GovNE@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Project Initiation ProPhoenix - Part#: NPN-PHOEN-ITITIAL Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	$107,766.60	$107,766.60
2	Software Installation ProPhoenix - Part#: NPN-PHOEN-INSTALL Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	$188,402.01	$188,402.01
3	Training Completed and system ready for go-live ProPhoenix - Part#: NPN-PHOEN-TRAIN Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	$134,572.86	$134,572.86
4	Mission Critical Interfaces completed ProPhoenix - Part#: NPN-PHOEN-INTER Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	$107,766.60	$107,766.60

Subtotal	$538,508.07
Shipping	$0.00
Total	$538,508.07

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business

ProPhoenix Corporation

502 Pleasant Valley Ave,
Moorestown, NJ 08057
Phone: 609-953-6850
Fax: 609-953-5311
Web: www.prophoenix.com

Proposal For: **Sarpy County RMS**

Sarpy County

Attention: IT Mgr. Public Safety John Prince

1208 Golden Gate Dr
Papillion, NE 68046

Phone# **402-593-2288**

Proposal# 17-000294

Date: 02/13/2018

Valid Until: 07/15/2018

Submitted By:
Johnston, Fred

Phone# **609-953-6850 x**

E-Mail:
fred.johnston@prophoenix.com

Dear IT Mgr. Public Safety John Prince,

On behalf of ProPhoenix Corporation, we are pleased to present this proposal for various components of the Phoenix Public Safety Solution Suite. The attached proposal details the required software modules and associated support services in order to successfully implement the proposed solution. If hardware is being proposed and/or recommended, please take note of the specific operating requirements outlined in the Proposal Notes and/or Terms section.

Phoenix represents a major "paradigm shift" in the value provided to Public Safety agencies throughout the United States. There are several differentiating benefits realized by an agency when implementing Phoenix Software. Highlights include;

- ✓ Deep horizontal and vertical integration throughout the entire software suite
- ✓ Integration of 3rd party tools which are transparent to the end user
- ✓ A complete, end-to-end, Public Safety lifecycle suite deployable throughout the entire agency
- ✓ Complete design, development, deployment, and maintenance conducted by ProPhoenix personnel
- ✓ Fiscal responsibility for both the initial procurement as well as ongoing sustainability
- ✓ An "all-inclusive" module philosophy within the major application offerings, e.g., CAD, RMS, Mobile, Fire, Corrections
- ✓ Continual incorporation of the latest in tools and technology to stay ahead of the technology curve
- ✓ Business Intelligence (B/I) capabilities providing "actionable insight" for enhancing decision making in support of Intelligence Led Policing (ILP) initiatives
- ✓ Adherence to National information sharing standards, e.g. National Information Exchange Model (NIEM) based of Global Justice Extensible Mark-up Language (GJXML)

The Phoenix Public Safety Software Suite embraces our "i3" design philosophy of "Integrated, Intuitive, Innovative". By implementing these tenets, our goal is to maximize an agency's effectiveness and optimize its efficiency through the use of our software. We are confident in our ability to exceed your operational expectations, and are grateful for the opportunity to compete for, and earn your business. Should you have any questions, please do not hesitate to contact us.

Please have an authorized officer sign below and return a copy to me. Upon execution by both parties, this proposal and its terms and conditions will become a binding agreement.

Acceptance:
By: Sarpy County

ProPhoenix Corporation

Signature   Date

Signature   Date

Print Name   Title

Print Name   Title

Total Solution Cost:

Final Proposal Amount	**$535,600.00**
Annual Support and Maintenance	**$53,394.00**

Cost Summary:

*A.S.M: Annual Support & Maintenance

Category	Total Price	A.S.M
ProPhoenix Items		
Application Software	**279,000.00**	39,999.00
Interface	**98,300.00**	13,020.00

1. Civil Process Info to NE State - $15,000 – Yearly Maintenance - $2,250

2. ESRI to ProPhoenix RMS - $19,000 – Yearly Maintenance - $2,100

3. IMACS Name Push to RMS - $12,500 – Yearly Maintenance - $1,875

4. Motorola P1 CAD to Phoenix RMS - $21,000 – Yearly Maintenance - $3,150

5. NE TraCS to Phoenix RMS Configuration and Set-up - $9,800 – Yearly Maintenance - $1,470

6. QueTel Property and Evidence for Bellevue Only - $21,000 – Yearly Maintenance - $2,175

Installation	**9,000.00**	375.00
Travel	**7,700.00**	-
Conversion	**77,500.00**	-
Training	**22,100.00**	-
Project Management	**42,000.00**	-
ProPhoenix Items total:	535,600.00	53,394.00

Proposal total	**535,600.00**	53,394.00

_____   _____
Customer Signature   Date

Item Details:

Description		Qty
Application Software		
RMS-CLI-MJ-P-SIT	RMS Client - MultiJuris - Police (Site License)	1
	In this price, we have added numbers to consider some possibilities to add some new configurations	
RMS-SER-MJ	RMS Server - MultiJuris - Police	1
	Sarpy County Sheriff Office. Bellevue Police Dept. Papillion Police Dept. La Vista Police Dept.	
Interface		
INT-ESRI-RMS	Interface - ESRI to Phoenix RMS	1
INT-IMACS-CMS	Interface - IMACS Name Push to RMS	1
INT-NE-CIVIL	Interface - Civil Process Info to NE State	1
INT-QUETEL-PROP	Interface - QueTel Property and Evidence	1
	Bellevue PD Only	
INT-MOTO-CAD	Interface - Motorola P1 CAD to Phoenix RMS	1
INT-TRACS-NE	Interface - NE TraCS to RMS Configuration and Setup	1
Installation		
INS-SER-TEST	Installation - Components/Licensing for Test Server	1
INS-PNX-RMS	Installation - Police RMS Software	1
Travel		
PNX-TRA	On-site Travel, Lodging, M&IE	1
	Not to exceed price.	
Conversion		
CON-GC	Populate Geo (Address)	1
CON-MOTO-RMS	Data Conversion - Motorola RMS	1
DATA-ANA	Data Conversion - Need Analysis	1
Training		
TRN-GO-LIVE	Training - On-Site Go Live	3
TRN-ONS-TTT	Training - On-Site Train the Trainer	10
TRN-POST-LIVE	Training - On-Site Post Go Live	2
	Approximately 1 year after Go Live	
TRN-ONS-SPECIAL	Training - On-Site Specialized Training	3
Project Management		

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Terms & Conditions

Application Software

RMS Client - MultiJuris - Police (Site License)

Hardware and all the necessary system software, along with it's installation & configuration, are the responsibility of the customer unless otherwise specifically stated.
System specifications must meet the minimum requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion in accordance to the terms and conditions of this agreement.

RMS Server - MultiJuris - Police

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion in accordance to the terms and conditions of this agreement.

Interface

Interface – Civil Process to the State of Nebraska

Interface – RMS to QueTel for Bellevue Police Department

Interface – Nebraska NIBRS Compliant

Sarpy County and ProPhoenix will work with the State of Nebraska to ensure NIBRS Compliance throughout the duration of the contract.

Interface - ESRI to Phoenix RMS

Requires ARC GIS Web Server. Shape files to be deployed via the Web Server including Sarpy County GIS service and US Census web service for address verification.

Interface - IMACS Name Push to RMS

A unique "record/Transaction" will be created in ProPhoenix for the person that is booked into the Sarpy County Jail using IMACS software from vendor Intellitech Corp. The record would contain name of person, booking date, release date, booking number and while the person is actively booked into the Sarpy County Jail a visual "Flag/Alert" would be placed on the person record indicating they are currently "housed/booked" in the Sarpy County Jail,. The visual "Flag/Alert" would be removed once the person has been released from the Sarpy County Jail and the release date will be inserted into the booking record within ProPhoenix.

Interface - Motorola P1 CAD to Phoenix RMS

Incident data entered in the CAD system will populate event records in Phoenix RMS. This would include the details of the call, dispatcher/officer notes, and the NCIC/CIB information for names and vehicles.
ProPhoenix will bring required Call data from CAD into Phoenix RMS, as defined by Sarpy County and mutually agreed upon specifications. Cooperation of the CAD vendor is vital to a successful interface. ProPhoenix cannot bring over information that the CAD system or CAD vendor will not, or can not, provide.

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Interface - NE TraCS to RMS Configuration and Setup

All the necessary hardware and software required for the TraCS program must be installed by the Customer. When available from the State of Nebraska, Summons/Citations/Crash/Parking and other transferable data entered via theTraCS program will be automatically downloaded from the customer created TraCSTran Folder on the Customer TraCS Server into Phoenix RMS and a Citation /Crash will be created. - An automatic duplicate name check will be performed. If a match is found with the Last Name, First Name, DOB, Race, and Sex, the existing name will be used. If not, a new name will be created.

Installation

Installation - Components/Licensing for Test Server

Setup and Install Test Database on Customer Server. ProPhoenix recommends a test server and test database be used to qualify new releases before moving the new version to the production database.

Installation - Police RMS Software

Hardware and system software must be installed, configured and available before installation.
Customer must provide access with full Administrator privilege to the server. Client workstation(s) (including mobile) access verification is customer's responsibility. Maintaining the in-house network is the customer's responsibility.
RMS installation can be performed on-site, or remotely using Remote Desktop access.
Optional on-site installations will require travel costs that are the responsibility of the customer and will be billed upon completion. Estimates of cost will be provided if on-site installation is desired.
Contact us to discuss the minimum server requirements and various configuration options.

Travel

On-site Travel, Lodging, M&IE

Actual expenses will be billed.
An estimate of expenses are included in the contract price and listed in this proposal. This price is a do not exceed price.
If additional travel is requested, or required, and expenses will, or may exceed this estimate, all expenses exceeding this estimate will be pre-approved by the Customer prior to any travel arrangements.

Conversion

Data Conversion - Motorola RMS

Customer is responsible to provide the data in ASCII, comma delimited format, or in SQL format along with its data layout. In addition, Customer must provide code mapping assistance and validate all converted data for accuracy. Company will then work with the Customer and convert as much meaningful data that can be brought over to the existing Phoenix modules as possible. Meaningful data is defined as Incident Data, Name Data, Arrest Entry Data, Mug Shots, CAD Data, Citations, and Report Narratives (if possible; TBD after analysis). Any additional data conversion requested must be mutually agreed upon and may be at additional cost and analysis. Customer must validate the data for accuracy. ProPhoenix does not recommend conversion of warrant data. Property room conversion may be limited, or not possible, due to restrictions on data entry from incumbent vendor.
Exact data to be converted will not be known until after analysis with customer.

Data Conversion - Need Analysis

ProPhoenix Project Manager will co-ordinate with the assigned customer's Project Manager to execute the needs analysis. Project life cycle includes:

- Needs analysis meeting
- Initial plan for conversion
- Risk Management and mitigation recommendations
- Determine what data technically be converted and what data is defined in the proposal for conversion

 Needs assessment analysis does not include onsite travel and travel expenses.

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If applicable, on-site will require travel costs that are the responsibility of the customer and will be billed upon completion. Customer must assist the ProPhoenix conversion team with data analysis and present needed data bases, etc.

Populate Geo (Address)

Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or pay for the purchase the address only data from online sources.
If Lat/Long information is not provided by customer, Company will populate the Latitude and Longitude for addresses based on the match found in the US Census web services and will generate a report of all the addresses not found in these programs.

Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries.
Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data.

Training

Training - On-Site Go Live

Specific tasks and agenda expectations must be provided by the customer prior to any on-site visits to any of the four agencies. Scheduling will be subject to resource availability. If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

Training - On-Site Post Go Live

Follow up training provided after initial 45 days and one year after go live system use, as requested by Sarpy County. This training is to address set up and user concerns discovered after go live use.
If not listed as an item in this proposal travel expenses are additional and the responsibility of the customer.

Training - On-Site Specialized Training

On-Site Specialized Advanced Training. If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

Training - On-Site Train the Trainer

If travel expenses are not specifically listed as included in this proposal, they will be additional and the responsibility of the customer.

Project Management

Project Management and Professional Services

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinctive project phases.

1. Initiation: Establish initial communication with the customer, set up internal systems, on-site analysis and initiation of the planning stage.
2. Planning: Conduct site visit if applicable, finalize project plan, and prepare internal team.
3. Implementation: Install and configure software, conduct system administration training, and execute a sample data conversion (if contracted)
4. User Training: Conduct train the trainer training, assist end user training, and prepare to go live.
5. Go-Live: Go live, conduct post go-live training, and perform data conversion (if contracted).
6. Closing: Conduct final review and project close-out. At completion, transfer project management to technical support staff.

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SOFTWARE LICENSE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE AND SUPPORT AGREEMENT ("Agreement") is entered into this _____ of April, 2018 by and between Chenosa Systems Corporation, a New Jersey corporation doing business as "ProPhoenix," with its principal place of business at 502 Pleasant Valley Avenue, Moorestown, NJ 08057 ("ProPhoenix"), and Sarpy County, NE, a municipal corporation with its principal place of business at 1210 Golden Gate Drive Papillion, NE 68046 ("Licensee").

In consideration for the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree that ProPhoenix will provide, and Licensee will accept, the software and services described in the proposal described below and attached to this Agreement as Appendix A (the "Proposal"), in exchange for the fees set forth in the Proposal and pursuant to the terms and conditions set forth in this Agreement.

THE PROPOSAL INCORPORATED INTO THIS AGREEMENT IS:

Title: ProPhoenix Software for Multi-Juris Records Management

Proposal #: 17-000294

Date: 02-13-2018

ADDITIONAL TERMS AND LICENSE RESTRICTIONS:

Number of licensed Sites: 1

Number of licensed Concurrent Users for CAD Clients: 0

PAYMENT TERMS: Purchased through SHI, Nebraska State Contract 79380 (O4).

Project Milestones

Payment Milestones	When Invoiced
1. **Project Initiation 20%**	At contract signing.
2. **Software Installation 35%**	Installation of the software.
3. **Training Completed and System Ready for Go-Live 25%** (Train the Trainer and Specialized training necessary for go-live)	Go –Live training completed as proposed and system ready for live use.
4. Mission critical **interfaces completed 20%**	P1 CAD interface and State compliant IBRS completed.

Subsequent Year Software and Support Fees begin (1) one year from date shown below

Support Year			Annual Support Fee	When Invoiced
Year 1			$	Waived
Year 2	2019	3%	$	1st Anniversary of Signing
Year 3	2020	3%	$	2nd Anniversary of Signing
Year 4	2021	3%	$	3rd Anniversary of Signing
Year 5	2022	3%	$	4th Anniversary of Signing
Year 6	2023	3%	$	5th Anniversary of Signing
Each year thereafter			Limited to 3% maximum increase over prior year's total.	

●●●

The parties agree to the terms and conditions of this Software License and Support Agreement as of the date set forth above.

PROPHOENIX CORPORATION: **CUSTOMER:**

By:_____   By:_____

Name: Jeffrey Reit   Name:_____

Title: Executive Vice President

Date:_____   Title:_____

                                         Date:_____

                                         Delivery Address, if different from above:

                                         _____

                                         _____

TERMS AND CONDITIONS

PART I. SOFTWARE LICENSE TERMS

Capitalized terms (shown in bold at their first use in this Agreement) are defined in Section 14.

1.0   LICENSE AND SOFTWARE USE

1.1   ProPhoenix grants Licensee a non-exclusive license to install and use the ***Software*** in object code form only and to use the ***Documentation***, as described in this Section 1.   The Software is being licensed, not sold, to Licensee by ProPhoenix for use only under the terms of this Agreement, and ProPhoenix reserves all rights not expressly granted to Licensee.

1.2   Licensee may:

A.   Install the Software on a single ***Server*** (or any additional number specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), using only one (1) production database and/or unlimited training databases (unless otherwise specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), to process information internally for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.

B.   Use the Software subject to the limitations on the number and type of ***Concurrent Users*** specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.

C.   Make one (1) backup copy of the Software to protect against malfunction or damage to Licensee's computer systems or the media on which the Software is stored.

D.   Physically duplicate the Documentation for archival purposes and for individuals employed by Licensee who are directly responsible for the daily ongoing operation of the Software.

E.   Make an appropriate number of copies of the Software and Documentation for internal training and testing purposes.

F.   Permit Licensee's employees and agents to use the Software and Documentation on Licensee's behalf if they agree in writing to comply with the terms and conditions of Sections 1 and 11 of this Agreement or substantially similar terms; Licensee will remain responsible for the compliance with these terms by third parties using the Software or Documentation with Licensee's permission.

If Licensee desire to use any Software or Documentation for purposes that exceed the restrictions set forth in this Agreement, then an additional license will be required.

1.3   Licensee may not:

A.   Use the Software for any purpose other than for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.

B.   License, sell, rent, lend, sublicense or lease the Software or Documentation to, or permit the use of the Software by or for the primary benefit of, any third party.

C.   Modify or attempt to modify the Software or any part of it.

D.   Reverse engineer, decompile or disassemble the Software (or attempt to do so) under any circumstances.

E.   Copy any part of the Software or Documentation unless this Agreement permits it.

F.   Merge, associate or combine, or attempt to merge, associate or combine, the Software with or into any third party software other than the ***Third Party Software.***

G.   Remove or destroy any proprietary markings or legends, including copyright and trademark notices, appearing on or contained within any Software or Documentation.

H.   Export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations.

1.4   The Software, documentation and any other materials accompanying this Agreement may be provided by ProPhoenix, at its option, on disk, in read only memory, via an FTP website download, or on any other media or in any other form

1.5   ProPhoenix and its ***Third-Party Software Providers*** (if any) retain all right, title and interest in the Software and Documentation (including copies made by Licensee), except for those rights expressly granted to Licensee under this Agreement. Licensee acknowledge that ProPhoenix, its Third-Party Software Providers (if any), and their successors and assigns own all proprietary rights in the Software and Documentation, including copyrights and valuable trade secrets.

1.6   The Third-Party Software Providers are beneficiaries of this Agreement and may enforce this Agreement to protect their rights in the Third-Party Software. Licensee acknowledges the right of the Third Party Software Providers in their respective software and related data and materials, including, but not limited to, trademarks and copyrights. Each party to this Agreement expressly indemnifies and holds the other party harmless against all claims, suits and damages by Third Party Software providers arising out of or caused by that party's breach of such Third Party Software license agreements.

1.7   If requested by ProPhoenix, Licensee will submit an annual certification, signed by an officer or authorized representative, specifying the number of users and number and location of all copies of the Software that Licensee has. ProPhoenix may also, once annually, upon reasonable notice and during regular business hours, audit compliance with the license restrictions; to that end, Licensee shall permit ProPhoenix to inspect Licensee's computer system on which Licensee is operating the Software upon forty-eight (48) hours' prior written notice to Licensee.

2.0   **SERVICES.**   Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services, unless either (a) those services are described in the Proposal or (b) Licensee has agreed in writing to purchase those professional services from ProPhoenix pursuant to a separate agreement, at ProPhoenix's

standard rates in effect at the time. If on-site services (or training anywhere other than at a ProPhoenix facility) are requested, Customer will also reimburse ProPhoenix for its reasonable travel expenses.

PART II. SUPPORT AND MAINTENANCE TERMS

3.0 SOFTWARE SUPPORT

3.1 During the term of any Software Support period in effect, ProPhoenix will provide Licensee with the following Software Support:

A. **Enhancements** and related documentation made generally available at no additional charge to all licensees of ProPhoenix who have purchased support and maintenance. Nothing herein shall be construed as requiring ProPhoenix to provide Enhancements that are generally not available to other clients of ProPhoenix. Any product that is designated by ProPhoenix as a new product will not be included in Software Support. Where ProPhoenix makes a new product available, Licensee may obtain such product from ProPhoenix pursuant to its regular purchasing practices.

B. Telephone, online and e-mail consultation services, for up to one **Support Environment** including problem solving, bug reporting, documentation clarification and technical guidance for the Software. Telephone and e-mail consultations will be available during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, exclusive of ProPhoenix holidays, and pager support for **Critical Errors** will be available at all other times.

C. Online support options are available on a 24 hours-a-day, 7 days-a-week basis through the Internet at http://support.prophoenix.com. The information available at this website will, at ProPhoenix's option, include, timesaving technical tips, online support, a download library of Enhancements, and Documentation associated with the Software. ProPhoenix will endeavor to post its latest technical notes on this website.

3.2 ProPhoenix will endeavor to respond to Licensee within two (2) hours after contact by Licensee's authorized personnel for any **Critical Errors**, within two (2) business hours for any **High Errors** and within two to three (2-3) business days for all other issues. ProPhoenix will expend commercially reasonable efforts to provide an **Error Correction** designed to solve or bypass a reported **Error**. ProPhoenix will reasonably determine the priority level of Errors and use the following protocol for **Critical or High Errors**: (1) promptly assign specialists to correct the Error on an expedited basis; (2) provide ongoing communication on the status of an Error Correction; and (3) commence efforts to provide a temporary workaround or fix.

3.3 Requests for support outside normal support hours may be made by leaving a voicemail on the ProPhoenix support number, or by sending an email, fax or online request to ProPhoenix. ProPhoenix will use commercially reasonable efforts to respond to requests for Software Support outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice, email, fax or online request. After hour support for non-critical issues is provided for an additional cost calculated at ProPhoenix's then-current hourly rate (presently $125 per hour), per support issue.

3.4 Software Support will be provided remotely via an online connection. Software Support, including all diagnostic and remedial assistance at Licensee's facilities or other remote locations is not included within the Software Support provided hereunder. Such diagnostic and remedial assistance at Licensee's facilities or other remote locations may be obtained by Licensee by purchasing separate consulting services from ProPhoenix at ProPhoenix's then-existing rates, plus expenses.

4.0 TERMS OF PERFORMANCE OF SOFTWARE SUPPORT SERVICES

4.1 ProPhoenix will be obligated to perform Software Support for the Software only if it remains unmodified, or modified only by ProPhoenix or its agents. Support does not include (i) any work related to providing consultation about or ensuring Software compatibility with application servers, platforms, network configurations, customizations (unless additional Support for customized versions is purchased), web browsers, databases other than those with which the Software is then currently developed to work, or versions of any of the foregoing, (ii) database performance tuning, (iii) Licensee-specific application usage assistance, or (iv) hardware maintenance.

4.2 ProPhoenix will not provide Software Support with respect to problems with the Software or other Product which results from any negligent conduct or misuse by Licensee, its employees or agents, or any other third party, including without limitation, (1) damages caused by accidents, relocation or other movement; (2) neglect; (3) a failure to maintain proper environmental conditions; or (4) a failure to use the Software in accordance with the applicable Documentation.

4.3 Licensee will be responsible for the following:

A. Installing the Software as well as any Enhancements to the Software, unless Licensee has retained ProPhoenix to complete the installation. Where Licensee installs any software or performs any installation activities, it must confirm the compatibility of such software prior to installation.

B. Keeping its hardware and network in proper working order and running the latest releases of all Third Party Software and other operating software.

C. Maintaining trained designated representatives with a working knowledge of Licensee's programs and system hardware;

D. Promptly notifying ProPhoenix of suspected Errors or needs for service, and upon request, providing to ProPhoenix written documentation with respect to any such Errors. In order to maintain its right to obtain Software Support, including remote troubleshooting and other diagnostic and repair functions, Licensee must provide ProPhoenix with access (via secure Internet connection) to servers running the Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Agreement. Licensee will communicate with ProPhoenix with respect to the Software Support only through its designated representative.

E. All maintenance and support of any network linked to the CPU containing the Software.

4.4 If Software Support is terminated, then (a) support of all types, including but not limited to Enhancement*s*, operational support and telephone or email support will only be available on a non-priority basis at ProPhoenix's time and material rates as then in effect, and (b) ProPhoenix reserves the right to enter into a new Software Support agreement with Licensee only on re-

negotiated terms. In the event that Licensee terminates its Software Support, and Licensee thereafter wishes to reinstate those Software Support (and ProPhoenix agrees to such reinstatement), in addition to the then-existing rate for Software Support, ProPhoenix may require Licensee to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate.

4.5 In the event that Licensee has (i) elected to discontinue Support services or (ii) breached Licensee's payment obligations under this Agreement or any other agreement between the parties, ProPhoenix may elect to withhold Software Support, and this action by ProPhoenix would not constitute a breach of this Agreement or a waiver of Licensee's breach.

4.6 A version of the Software will be deemed obsolete one hundred twenty (120) days following receipt by Licensee of a new Enhancement superseding the prior version of the Software. ProPhoenix will not support obsolete versions of the Software. In no event, however, shall ProPhoenix be required to support an obsolete version of the Software for more than twelve (12) months from the date of release of an Enhancement superseding the prior version of the Software.

4.7 ProPhoenix relies on its electronic CRM system that Licensee is required to use. ProPhoenix shall keep an accurate event log in the CRM electronic supporting system showing every CRM reported incident of trouble, every action taken by ProPhoenix personnel with respect to each such incident, as well every report of trouble by customer to the ProPhoenix CRM, including time and resolution. Licensee may at any time during a Software Support period access and view the CRM for complete information relating to the foregoing.

If Licensee does not use the ProPhoenix CRM, Licensee shall keep an accurate event log for any support requests not submitted via the ProPhoenix CRM electronic supporting system showing every incident of trouble, every action taken by Licensee's personnel with respect to each such incident, as well as every report of trouble by Licensee to ProPhoenix, including time of fix and/or resolution. Upon request by ProPhoenix, Licensee shall provide a report to ProPhoenix relating to the foregoing.

4.8 No action by ProPhoenix in the performance of Software Support shall be deemed to expand the scope of Software Support as defined herein.

4.9 Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services. See Section 2.0 of this Agreement. Ongoing or follow up training is not considered Support or Maintenance. Additional training will be provided and invoiced at the standard rates in effect at the time.

PART III. <u>PAYMENT AND OTHER GENERAL TERMS</u>

5.0 FEES AND INVOICES

5.1 The payments set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto are due within thirty (30) days of an accomplished milestone. Unless the Software is found defective in a live production environment with a critical issue causing the Software to be down or preventing Customer from performing critical functions of the Software necessary to Customer's operations, after an uncured event of default under section 7.2 of this Agreement, Licensee shall be responsible for the payment of all installation charges, as set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule

hereto, as well as all incidental expenses associated with such installation, including travel and materials. If Licensee makes an advance payment for installation or configuration of the Software, training, on-site services or other professional services pursuant to the Proposal, that amount will be credited to fees for such services (and not Software license or maintenance fees) and will become non-refundable if Licensee does not permit ProPhoenix to commence performance of the services within one (1) year of the payment.

5.2 The license fee for additional Sites or Concurrent Users will be billed at the then current rate, unless a different rate is contained in this Agreement. Licensee must notify ProPhoenix no later than thirty (30) days after the number of Sites or Concurrent Users exceeds the contracted number. The license fee for additional Sites and Concurrent Users added will be due and payable within 30 days after the number of Concurrent Users exceeds the contracted number.

5.3 All invoices are due and payable in US dollars upon receipt.

5.4 Software Support for any Software Support periods that Licensee agrees to purchase after the initial 12-month Software Support period (to the extent set forth in the Proposal, on the initial pages of this Agreement or in an exhibit, amendment or schedule hereto) will be invoiced annually and will be paid in full upon Licensee's receipt of invoice.

5.5 Software Support Fees for any additional Site or Concurrent Users will be subject to negotiation and will be prorated for any partial year from the date on which the number of Sites or Concurrent Users exceeded the contracted number.

5.6 All fees and charges listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto do not include sales, use, value-added and similar taxes, which are Licensee's responsibility. Without limiting the foregoing, Licensee shall promptly pay to ProPhoenix an amount equal to any such items actually paid or required to be collected or paid by ProPhoenix.

6.0 TERM

Software Support may be terminated by either party after a 12-month Software Support period by providing at least 90 days written notice before the end of the period. If not terminated, Parts II and III of this Agreement will continue in effect for 12 additional months, and Licensee will be obligated to pay the fee specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, or if none is specified, ProPhoenix's then-current annual Software Support fee.

7.0 TERMINATION

7.1 This Agreement may be terminated as set forth in this Section 7 (or Section 9 below).

7.2 If either party defaults in the performance of any material obligations under this Agreement, and such default is not corrected within forty five (45) days after receipt of written notification of the default from the non-defaulting party, then the non-defaulting party may terminate this Agreement (or, if applicable, individual Software license(s) upon delivery of the written notice of termination to the defaulting party.

The following, without limitation, shall constitute material events of default under this Section 7.2:

A. any failure by Licensee to make payment in full when due;

B. any failure by ProPhoenix to provide any products or services to Licensee which it is required to provide pursuant to the terms of this or any associated agreement between these parties; or

C. any attempted assignment, sublicense or transfer of this Agreement by Licensee without the prior written consent of ProPhoenix.

7.3   ProPhoenix may terminate this Agreement and any license granted under Part I immediately if Licensee materially violate Section 1 or 11 of this Agreement.

7.4   This Agreement and license granted under Part I shall terminate, immediately and without notice, if Licensee: (a) files in any court pursuant to any statute of the United States or any individual state, a petition in insolvency or for the appointment of a receiver or trustee of Licensee or of Licensee's assets; (b) proposes a written agreement for the composition or extension of Licensee's debts; (c) is served with an involuntary petition against Licensee, filed in any insolvency proceeding, and such petition shall not be dismissed within 60 days after the filing thereof; (d) proposes or becomes a party to any dissolution or liquidation; or (e) makes an assignment for the benefit of creditors.

7.5   Within one month after the date of termination of this Agreement and/or license granted under Part I, Licensee will return to ProPhoenix or destroy (at ProPhoenix's option) the original and all copies, in whole or in part as then remaining, in any form, of all Software, Documentation and other ***Confidential Information*** that are the subject of such termination and not applicable to any public records laws, and an officer of Licensee will certify to the foregoing in writing delivered to ProPhoenix.

7.6   Licensee will pay all charges required under this Agreement incurred prior to the date of termination.

8.0   ASSIGNMENT

8.1   Without the prior written consent of ProPhoenix, Licensee's rights to any Software and Documentation under this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Licensee.

8.2   ProPhoenix may assign its rights to receive payment under this Agreement, or grant a security interest in this Agreement or such payment right to any third party without Licensee's consent. Otherwise, without Licensee's prior written consent, ProPhoenix's obligations under this Agreement may not be assigned or otherwise transferred, voluntarily or otherwise, except in connection with the sale of its business by merger, stock sale or transfer of a substantial portion of its assets.

9.0   WARRANTY AND INDEMNITY

9.1   ProPhoenix warrants that the Software will operate in substantial conformity with the Documentation for ninety (90) days after the date of Delivery of the relevant Software to Licensee. Licensee's exclusive remedy and ProPhoenix's sole liability under this warranty will be for ProPhoenix to attempt through reasonable efforts to correct any material failure of any such copies of the Software to perform as warranted, if such failure is reported to ProPhoenix within the warranty period and Licensee, at ProPhoenix's request, will make reasonable efforts to provide ProPhoenix with sufficient information (which may include access to such copies of the Software on Licensee's computer system by ProPhoenix personnel) to reproduce the defect in question. This

warranty does not apply to the Software or any Third Party Software that has been altered or modified in any way by Licensee or someone other than ProPhoenix or its authorized agents.

9.2   ProPhoenix warrants that the Software, when used within the scope of this Agreement, does not infringe any United States patent, copyright or trade secret. ProPhoenix will defend at its expense any action brought against Licensee to the extent based on a claim that the Software, when used within the scope of this Agreement, infringes a U.S. patent, copyright or trade secret. ProPhoenix will pay any costs and damages finally awarded against Licensee in such action that are attributable to such claim, provided that Licensee promptly notifies ProPhoenix in writing of the claim, allows ProPhoenix to control the defense, provides ProPhoenix with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without ProPhoenix's prior written consent. Should the Software become, or in ProPhoenix's opinion be likely to become, the subject of any claim of infringement, ProPhoenix may at its option (i) procure for Licensee the right to continue using the Software, (ii) replace or modify the Software so as to make it non-infringing, or, if (i) and (ii) are not commercially reasonable, (iii) terminate the license granted hereunder and refund the remainder of the amounts paid for such license, using straight-line depreciation based on a five (5)-year useful life. ProPhoenix will have no liability for any claim of infringement based upon (i) use of other than the latest unmodified release of the Software available to Licensee if such infringement would have been avoided by the use of such release, (ii) use or combination of the Software with other programs or data if such infringement would not have occurred without such use or combination, or (iii) use of the Software after receiving notice from a third party, or having reason to believe, that the Software infringes a patent, copyright or trade secret right of a third party unless prompt written notice thereof is given to ProPhoenix. The forgoing states the exclusive remedy of Licensee and ProPhoenix's entire liability with respect to infringement of patents, copyrights, trade secrets or other proprietary rights.

10.0   LIMITATIONS

10.1   OTHER THAN THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, PROPHOENIX NEITHER MAKES NOR GRANTS ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED. PROPHOENIX EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING SPECIFICALLY ANY AND ALL IMPLIED WARRANTIES, REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, ACCURACY, QUIET ENJOYMENT OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. PROPHOENIX DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

10.2   EXCEPT FOR ANY MATERIAL VIOLATION OF SECTION 9.2 OR SECTION 11, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGE OR LOSS IN ANY WAY CONNECTED WITH THE SOFTWARE, THIS AGREEMENT, SOFTWARE SUPPORT OR ANY OTHER MATERIAL, INFORMATION OR SERVICES FURNISHED BY PROPHOENIX HEREUNDER, WHETHER OR NOT CAUSED BY PROPHOENIX'S BREACH OF WARRANTY, NEGLIGENCE OR ANY BREACH OF ANY OTHER DUTY, SHALL BE, AT PROPHOENIX'S OPTION, REPLACEMENT OF THE SOFTWARE, DOCUMENTATION OR ENHANCEMENTS, REPERFORMANCE OF THE SOFTWARE SUPPORT OR SERVICES, OR RETURN OR CREDIT OF THE APPROPRIATE PORTION OF ANY AMOUNTS RECEIVED BY PROPHOENIX

FROM LICENSEE. IN NO EVENT SHALL PROPHOENIX'S LIABILITY EXCEED THE AMOUNTS RECEIVED BY PROPHOENIX FOR THE SOFTWARE AND DOCUMENTATION OR FOR SOFTWARE SUPPORT OR OTHER SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING LICENSEE'S CLAIM FOR RECOVERY, EVEN IF PROPHOENIX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INSTANCES OF INTENTIONAL VIOLATION OF THE OTHER PARTY'S CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, OR ANY LIABILITY TO END-USERS OR TO THIRD PARTIES (EXCEPT AS SET FORTH IN SECTION 9.2), INCLUDING WITHOUT LIMITATION LOSS OF PROPERTY, PERSONAL INJURY OR LOSS OF LIFE. THE LIMITED WARRANTY AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROPHOENIX AND LICENSEE. PROPHOENIX WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE LICENSEE. PROPHOENIX HAS NO LIABILITY TO LICENSEE UNDER THIS AGREEMENT FOR ANY CLAIM BASED UPON LICENSEE'S USE, COMBINATION OR OPERATION OF THE SOFTWARE WITH ANY SOFTWARE NOT SUPPLIED BY PROPHOENIX, OR BASED UPON ALTERATION OF SOFTWARE BY LICENSEE OR ANYONE OTHER THAN A PROPHOENIX-AUTHORIZED REPRESENTATIVE.

11.0   CONFIDENTIALITY

11.1   Each party agrees to treat as confidential and not to disclose, publish, release, transfer or otherwise make available to third parties (except as provided in this Agreement or required by law) any information that the other designates as confidential or proprietary ("Confidential Information"). ProPhoenix's Confidential Information includes, without limitation, its technology, processes, specifications, developments and software programs (including the Software and Documentation), whether or not designated as Confidential Information. In addition, any Third Party Software shall be included as Confidential Information, whether or not designated as Confidential Information. This Section 11 does not negate or supersede the terms of any other confidentiality agreement between Licensee and ProPhoenix. Neither party may disclose the financial terms of this Agreement to any third party other than its counsel or accountants or as required by law.

11.2   Unless otherwise agreed in advance and in writing, in the event that Licensee or any employee or agent of Licensee suggests any improvements or modifications to the Software, Licensee acknowledges and agrees that, whether such improvements and/or modifications are implemented by ProPhoenix in whole or part, it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to ProPhoenix without payment or compensation of any kind, and that it will execute any reasonable documentation requested by ProPhoenix to memorialize such assignment. Licensee further acknowledges and agrees that any audio or visual recording or broadcast of ProPhoenix training sessions, for any purpose is prohibited without express written consent from ProPhoenix. To the extent permitted by law, Licensee agrees to take all reasonable

precautions, including those that may be reasonably requested by ProPhoenix, to protect its Confidential Information.

11.3   ProPhoenix agrees that all records and data entered into the database or imported from previously-used computer systems operated by Licensee are and shall remain the sole property of Licensee. Licensee shall not provide, and ProPhoenix shall not, without Licensee's written consent, copy or use such records except insofar as is necessary to carry out work on behalf of or for Licensee or as otherwise pursuant to this Agreement.

11.4   Any use or attempted use of the Software or disclosure of Confidential Information in violation of the restrictions of this Section 11 is a material breach of this Agreement that will cause irreparable harm, entitling the violated party to injunctive relief in addition to all legal remedies. The obligations set forth in this Section 11 shall survive the termination of this Agreement for any reason for a period of two (2) years; provided, however, that such obligations shall not be deemed to survive only to the extent such information: (i) was a matter of public knowledge or available in published literature at the time ProPhoenix communicated this to Licensee; (ii) becomes a matter of public knowledge or available in published literature through no fault of Licensee subsequent to the time of communication thereof to Licensee; (iii) was in Licensee's possession free of any obligation of confidence at the time of the ProPhoenix communication thereof to Licensee; (iv) was rightfully communicated by a third party to Licensee free of any obligation of confidence subsequent to the time of the ProPhoenix communication thereof to Licensee; (v) was developed by officers, employees or agents of, or consultants to Licensee independently of and without reference to the Software or associated materials or documentation; or (vi) as otherwise required by law.

12.0   GENERAL

12.1   This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any and all other prior understandings, statements, warranties, representations and agreements, oral or written, relating to them, except the terms and conditions associated with the State of Nebraska SHI contract and the terms of any earlier nondisclosure or confidentiality agreement shall remain in full force and effect. Licensee is not relying on any representations about the Software or any future releases of the Software other than the Documentation, unless such representations are attached in writing to this Agreement**.** Any amendment to this Agreement must be in writing and signed by both parties. Printed or standard terms on any order form submitted by Licensee shall not apply if, and to the extent that, they are inconsistent with this Agreement. This Agreement may be executed in multiple counterparts, which may be exchanged via electronic facsimile machines or electronic signature devices.

12.2   This Agreement will be governed by and interpreted in accordance with the laws of the State of Nebraska, excluding its principles relating to conflicts of laws.

12.3   Except for actions initiated by either party to this Agreement for injunctive relief to enforce its rights pursuant to Section 11 above or, at the election of the party seeking collection, for the collection of any payments due in the normal course of business, any dispute or claim arising in connection with this Agreement will be adjudicated in the appropriate courts located in the State of New Jersey. It is the expressed desire of both parties, however, that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising under this Agreement, including without limitation, any dispute regarding the operation of the Software, or payments due hereunder, shall be expressed to the other party in

a writing that describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth herein. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief. The existence of a dispute shall not, however, be cause for either party to avoid any obligation under this Agreement or any associated agreement, including without limitation, any payment or support obligation.

12.4   Licensee will comply with, and at all times cooperate promptly with ProPhoenix to enable ProPhoenix to comply with, the provisions of the United States Export Administration Act, War Powers Act, or other law or Executive Order relating to control of exports or transfer of technology, and the regulations of the United States Departments of State, Commerce and Defense relating to them (in present form or as they may be amended in the future). In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list.

12.5.   Notices delivered under the terms of this Agreement will be in writing and sent by prepaid certified mail, return receipt requested, or by a nationally recognized overnight courier service to the respective addresses of the parties set forth in the recitals and signature page to this Agreement. In the case of ProPhoenix, such notices will be directed to the attention of the President; and, in Licensee's case, such notices will be directed to the attention of the individual named above executing this Agreement on Licensee's behalf. Notices will be effective on the date received.

12.6   No term or provision of this Agreement will be deemed waived and no breach of this Agreement will be deemed consented to or excused, unless such waiver, consent or excuse will be expressed in writing and signed by the party claimed to have so waived, consented or excused such term or provision.

12.7   The application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

12.8   After expiration or termination of this Agreement, all provisions relating to payment shall survive until completion of required payments. In addition, all provisions regarding scope of the license granted in Part I, audit, indemnification, warranties, liability and limits thereon, assignment and confidentiality or protection of proprietary rights and trade secrets, shall survive indefinitely.

12.9   No failure or omission by either party to carry out or observe any of the Terms or Conditions of this Agreement shall give rise to any claim against that party or be deemed to be a breach of this Agreement if such failure or omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

12.10   ELECTRONIC SOFTWARE DELIVERY. With respect to all the Software licensed by Licensee hereunder, all Software updates delivered under ProPhoenix's Support obligations under this Agreement or any programs or modules licensed by Licensee in the future, ProPhoenix shall deliver such Software, Enhancements, programs or modules via electronic software delivery over a secure VPN connection established between ProPhoenix and Licensee ("ESD").   ProPhoenix shall use commercially reasonable efforts to secure all file transfers via ESD.   Licensee acknowledge that, despite such efforts by ProPhoenix to effect a secure file transfer, including using a non-public server and transferring by appointment only, there remains some level of risk of invasive activity by unknown third parties.

12.11 RESIDENCY VERIFICATION. ProPhoenix agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. ProPhoenix is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

12.12 SECURITY CERTIFICATIONS. ProPhoenix shall maintain documentation or certification of their systems' security during the term of the contract.   Certifications may be any common or accepted industry standard.

13.0 SOURCE CODE ESCROW OPTION

13.1   If desired by Licensee, ProPhoenix will deposit the *Source Code* for the Software with a certified third party escrow agent. The certified third party escrow agent will be selected and paid by Licensee, subject to ProPhoenix's approval, where such approval will not be unreasonably withheld. Licensee will provide ProPhoenix with any documents necessary to establish the escrow agreement. The purpose of the source code escrow is to provide for retention, administration and controlled access and release of the deposit materials to Licensee under certain conditions listed below (the "Escrow Release Events").   The Escrow Release Events shall consist of the following:

A.   If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to transact business; or

B.   If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to provide support for the Software as required by this Agreement and does not offer to Licensee another software product to perform the same or similar functions as the Software.

C.   If ProPhoenix triggers any of the termination events described in Section 7.4.

13.2.   In the event of a release of the Source Code to Licensee, Licensee shall have the limited right and license to use, copy and modify the Source Code solely for the purposes of maintenance and support of the software for Licensee's internal use only.   Such license shall be non-exclusive and non-transferable. Licensee agrees that the Source Code delivered under this Section is subject to the confidentiality restrictions recited elsewhere in this Agreement. Notwithstanding any terms to the contrary, Licensee may disclose the Source Code to consultants and agents for the sole purpose of supporting and maintaining the Software, provided such consultants and agents agree to be bound by the confidentiality restrictions which are applicable to Licensee hereunder.

13.3. In addition, ProPhoenix will, at Licensee's sole expense, deposit the Source Code with an escrow agent pursuant to an

escrow agreement between ProPhoenix and escrow agent, a copy of which will be provided to Licensee at Licensee's request, and ProPhoenix shall maintain such escrow, and update the Source Code, for the period that Licensee purchases Software Support. The escrow agreement shall require release of the source code to Licensee solely upon the occurrence of the Escrow Release Events. Licensee will be responsible for the full expense associated with facilitating the Source Code deposit and establishing the escrow relationship. Licensee acknowledges that the Source Code is a valuable commodity that cannot be transported through mail delivery. Licensee may select a provider to facilitate secure delivery of the Source Code, subject to ProPhoenix's approval. Additionally, no later than Thirty (30) days after the execution of this Agreement, Licensee shall be added as a beneficiary to the escrow agreement. Licensee shall use its reasonable efforts to promptly provide the escrow agent with executed documents as may be required of Licensee pursuant to the escrow agreement. Licensee shall be responsible for payment of all annual fees related to the escrow agreement and Licensee shall be responsible for payment of the fees applicable to technical verification of the Source Code. ProPhoenix and Licensee desire the escrow agreement to be supplementary to this Agreement, pursuant to 11 U.S.C., § 365(n) (Bankruptcy; executory contracts and unexpired leases).

14.0   DEFINITIONS. For purposes of this Agreement, the following terms shall be defined as follows:

"CAD Client" means a single computer terminal at a licensed Site, which may be used by one Concurrent User at a time but may be used by several Concurrent Users at different times.

"Concurrent User" means any individual user using or having access to the Software at a single point in time.

"Confidential Information" is defined in Section 11.

"Critical Error" means an Error that causes the Software production system to go down or prevents Licensee from working in the Software.

"Delivery" occurs when ProPhoenix has first delivered the Software and Documentation on CD-ROM to a common carrier, by ESD (electronic delivery), or personally by an authorized employee or agent of ProPhoenix at Licensee's address set forth above.

"Designated Representatives" shall mean Licensee's employee who is trained and continues to keep updated with the ongoing product details in the Software and capable of providing support to their users.

"Documentation" means the user guide and technical guide related to the Software, any related support material specified in an exhibit, addendum or schedule, and the functionality described at the ProPhoenix website at www.prophoenix.com, as may be modified from time to time by ProPhoenix as permitted by this Agreement. Documentation may, at the option of ProPhoenix, be provided in paper or electronic form.

"Enhancements" are new releases and versions, error corrections, minor updates and modifications of the Software.

"Error" means a failure of the Software to conform to the specifications therefor as set forth in the Documentation resulting in the inability to use or a considerable restriction in use of the Software.

"Error Correction" means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee.

"Escrow Release Event" is defined in Section 13.

"High Error" means an Error which represents a failure of expected functionality that causes serious degradation to Licensee's use of the Software production system.

"Maintenance Release" means a subsequent version of the Software that includes Error Corrections and/or Enhancements.

"Server" means a single CPU or multi-core server (physical or virtual). A Server may be located at a different location than the Licensee's permitted Site.

"Site" means a single facility or other physical location at which Licensee's users operate the Software.

"Software" means the Phoenix–Law and Fire CAD, RMS and WDA software modules listed on the initial page(s) of this Agreement (or an exhibit, amendment or schedule hereto), as it may be upgraded, enhanced, and/or modified by ProPhoenix (unless such upgrade is accompanied by a separate license agreement, in which case the terms of that license agreement will govern the Software as upgraded), in machine-readable, object code form only. The Software includes any Third-Party Software products and related documentation listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.

"Source Code" means the human-readable version of the Software, comprised of a text listing of commands to be compiled or assembled into an executable computer program, along with any associated developers' notes.

"Support Environment" means up to two (2) Software instances (typically one production instance and one QA instance) at Licensee's site location.

"Third-Party Software" means software of companies other than ProPhoenix that ProPhoenix has licensed to Licensee under this Agreement.

"Third-Party Software Provider" means a company, other than ProPhoenix, that has licensed Third Party Software to ProPhoenix, which ProPhoenix sublicenses to Licensee under this Agreement.

APPENDIX A

[ATTACH THE DEFINITIVE PROPOSAL]

Final proposal will be attached here.

Exhibit 3

![ProPhoenix — Next Generation Public Safety Software]

Statement of Work

BETWEEN

Sarpy County
1208 Golden Gate Dr
Papillion, NE 68046

AND

ProPhoenix Corporation
502 Pleasant Valley Ave
Moorestown, NJ 08057
Phone: 609-953-6850
Fax: 609-953-5311
www.prophoenix.com

For An Integrated Public Safety Software System

May 10, 2018

Introduction

This Statement of Work (SOW) governs the project scope, deliverables, mutual responsibilities, assumptions, and other project tasks as part of the delivery of an integrated Public Safety System known as Phoenix Software ("Phoenix") between Sarpy County and ProPhoenix Corporation.

Successful implementation requires dedicated commitment and leadership from ProPhoenix and Sarpy County. This SOW details the steps necessary to accomplish this goal.

Assumptions

1. This Statement of Work will be utilized by ProPhoenix and Sarpy County to manage implementation of the Phoenix software and to convert Sarpy County from its existing environment.

2. The project consists of the delivery, installation, configuration, testing, implementation, and go-live support of the Licensed Standard Software providing the functionality and operation described in the Phoenix user documentation.

3. Work will be performed at Sarpy County's location and ProPhoenix offices. Work will be performed on Business Days during normal business hours, except when both parties agree otherwise.

4. Sarpy County and ProPhoenix expect and agree that the SOW will be modified from time to time, especially after the initial on-site analysis and ProPhoenix gains a more complete understanding of Sarpy County's existing system and specific requirements.

5. Additional work activities or software functionality not described in the Statement of Work and/or the Proposal will be considered a change to this project and will be authorized by Sarpy County using the Project Modification Request process.

General PM Responsibilities

ProPhoenix shall act as Project Manager (PM) to assist Sarpy County, or designated representative, in implementing Phoenix Software and other ProPhoenix deliverables as described in the proposal.

ProPhoenix responsibility includes understanding, describing, documenting, coordinating, reporting, and managing the overall Implementation Plan with Sarpy County.

ProPhoenix and Sarpy County shall use ProPhoenix CRM, Outlook, Word, Excel, and other software that may be necessary for Project Management activities.

Scope

The scope of this project is to implement Licensed Phoenix Software at Sarpy County's location and migrate to the Phoenix Public Safety Software Solution.

ProPhoenix shall:

1. Conduct a Business Analysis for each agency and understand the specificity of the agency's environment and then deliver and install Licensed Standard Software Applications described in the Agreement.

2. Install third party hardware and software sold through ProPhoenix if any as described in the Agreement.

3. Assist Sarpy County in installing the associated hardware and system software to be used for Phoenix which was not procured through ProPhoenix.

4. Work closely with the Sarpy County's system administrator to configure Phoenix software to optimize its usability.

5. Work with Sarpy County to define and map data for conversion to ProPhoenix and perform data conversion as agreed.

6. Deliver, install, configure, and test the Interfaces described in the Agreement.

7. Train people identified by Sarpy County to allow Sarpy County to: install, upgrade, configure, maintain, operate, back-up, restore, identify, and report faults in the Licensed Standard Software.

8. Assist in Go-Live transition.

Configuration does not include modifications to the software source code, database layouts, report customization, or interfaces to internal or external databases or systems unless otherwise specified in the proposal. Any such modifications are considered customization of the Phoenix Software and are not included in the scope of this project.

ProPhoenix is not responsible for the decommissioning and removal of any existing hardware, software, or technology used by Sarpy County.

Project Management Team
ProPhoenix and Sarpy County Staff, or designated Sarpy County 3rd party contractor

ProPhoenix Team
Jeff Reit, Vice President – Business Development
Mr. Reit is the ProPhoenix Executive responsible for the overall management of the Company's business development organization. He will stay actively involved throughout the project lifecycle.

Joseph Lehmann, Jr., Director of Professional Services
Mr. Lehmann is responsible for all professional services and support for all Phoenix projects. He will directly oversee Project Management and stay actively involved throughout the project lifecycle.

[TBD] , Project Manager
[TBD] has been assigned as your Project Manager. He/She may provide some of the initial set up and training and will also serve as a technical liaison to ProPhoenix. He/She will be active in all aspects of the project, such as implementation and the scheduling of resources. In addition, he/she will generate all status reports and correspondence and work very closely with Sarpy County throughout the project life-cycle.

ProPhoenix On-Site Implementation Team
These professionals will be assigned to the implementation of the ProPhoenix deliverables. They will

provide the initial set up, testing, and user training, go-live training, and post go-live support.

Greg Dietrich, ProPhoenix Data Conversion Manager
Mr. Dietrich is responsible for the analysis, data mapping, development of conversion programs, testing, and verification of the converted legacy data. He will work very closely with the ProPhoenix Project Manager and Sarpy County Project Manager to ensure that the data is converted as agreed.

Sarpy County Project Team
Sarpy County Project Manager
The Sarpy County Project Manager will be the primary contact for ProPhoenix. He/She will be responsible for ongoing communication with the Sarpy County Management regarding project progress, issues and/or changes and will coordinate and manage activities of Sarpy County's staff in fulfilling the Sarpy County's responsibilities within this SOW and the Agreement.

System Administrator
The System Administrator will be responsible to: ensure Sarpy County's network, servers, and client (PC) environment is installed and maintained properly; provide operational support of Sarpy County's hardware and system software infrastructure; provide operational support for ProPhoenix Standard Software to Sarpy County's users; and perform routine software upgrades, backup, and recovery tasks for the Phoenix Software.

Requesting Additional Management Support
ProPhoenix and Sarpy County expect that the designated Project Managers will manage and resolve all matters required for Sarpy County to effectively utilize the Licensed Standard Software. If the Project Managers are unable to effectively advance the project in a timely manner, the escalation chain for ProPhoenix is as follows:
1. ProPhoenix Project Manager
2. Director of Professional Services
3. Vice President Business Development
4. President

In the unlikely event of a dispute, should the people indicated in this Statement of Work be unable to resolve it, the Dispute Resolution Process described in the License and Software Agreement shall be followed.

ProPhoenix Responsibilities

1. Establish and maintain effective and efficient communications concerning the project with the Sarpy County's Project Manager.

2. Conduct status meetings with Sarpy County on an as needed basis, minimum monthly, or on a mutually agreed upon schedule.

3. Coordinate all ProPhoenix activities with Sarpy County's Project Manager.

4. Maintain CRM with up-do-date status of the project. Communicate with the necessary executives to keep everyone informed with the current project status.

5. Maintain the Project Plan

6. Track and manage modifications requests.

7. Manage all third party related tasks such as ordering, installation, and completion of the items to be installed.

8. Schedule and manage the resources as per the project plan.

9. Ensure all necessary approvals are in place before moving on to the next phase.

10. Resolve disputes by coordinating with ProPhoenix Management and Sarpy County Management.

Sarpy County Responsibilities

1. Establish and maintain effective and efficient communications concerning the project with the ProPhoenix Project Manager.

2. Conduct status meetings with ProPhoenix on an as needed basis, minimum monthly, or on a mutually agreed upon schedule.

3. Coordinate with the ProPhoenix Project Manager for the maintenance of Project Plan.

4. Organize and manage all onsite visits by the ProPhoenix personnel. Provide ProPhoenix with a reasonable office work environment and internet connectivity.

5. Resolve disputes (if any) by coordinating with ProPhoenix Management and Sarpy County Management.

6. Work with finance/accounts payable to ensure timely payment as per the agreement

Communications Plan

ProPhoenix CRM and Teamwork, if required, will be used to maintain all correspondences, which can be viewed online.

The following communications plan will be used throughout the implementation. Unless specified, all communications are done as needed between Customer PM and ProPhoenix PM.

1. Project Status Report:
   ProPhoenix PM to Sarpy County PM: Regular posted on CRM with E-Mail notification

2. Modification Requests, Schedule Changes by Sarpy County:
   Sarpy County PM to ProPhoenix PM: via Phone, E-Mail or CRM

3. Modification Requests, Schedule Changes by ProPhoenix:
   ProPhoenix PM to Sarpy County PM: via Phone, E-Mail or CRM

4. Software Issues:
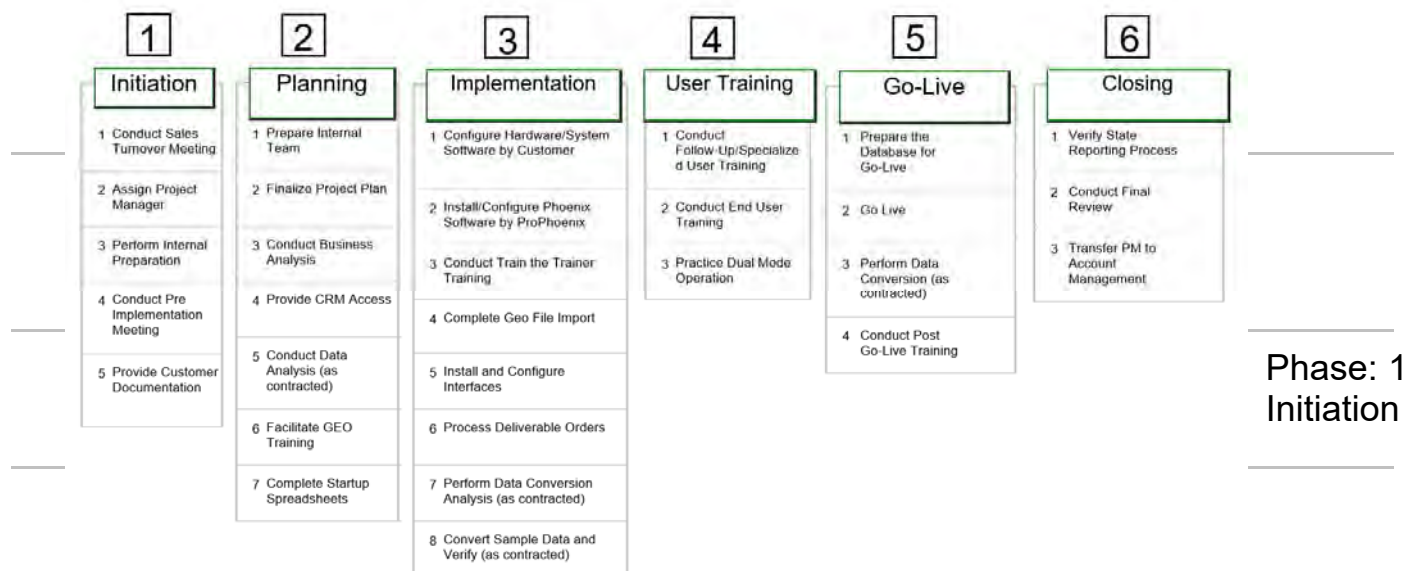   Sarpy County PM to Technical Support: via Phone or CRM

Project Implementation Methodology
Overview

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinct project phases.

1. **Initiation**: Establish initial communication with the customer, set up internal systems, and initiate the planning stage.

2. **Planning**: Conduct Customer Business Analysis, finalize the project plan, and prepare the internal team.

3. **Implementation**: Install and configure software, conduct train-the-trainer training, and execute a sample data conversion.

4. **User Training**: Conduct follow-up/specialized training, end user training, and prepare to go live.

5. **Go-Live**: Go live, conduct post go-live training, and perform data conversion.

6. **Closing**: Conduct final review and project close-out. At completion, transfer project management to technical support staff.

Each phase consists of many tasks and each phase must be completed before proceeding to the next phase. Each task is described in greater detail in the following sections. The flow chart describing all the phases is shown below.

1 Initiation	2 Planning	3 Implementation	4 User Training	5 Go-Live	6 Closing
1 Conduct Sales Turnover Meeting	1 Prepare Internal Team	1 Configure Hardware/System Software by Customer	1 Conduct Follow-Up/Specialized User Training	1 Prepare the Database for Go-Live	1 Verify State Reporting Process
2 Assign Project Manager	2 Finalize Project Plan	2 Install/Configure Phoenix Software by ProPhoenix	2 Conduct End User Training	2 Go Live	2 Conduct Final Review
3 Perform Internal Preparation	3 Conduct Business Analysis	3 Conduct Train the Trainer Training	3 Practice Dual Mode Operation	3 Perform Data Conversion (as contracted)	3 Transfer PM to Account Management
4 Conduct Pre Implementation Meeting	4 Provide CRM Access	4 Complete Geo File Import		4 Conduct Post Go-Live Training	
5 Provide Customer Documentation	5 Conduct Data Analysis (as contracted)	5 Install and Configure Interfaces			
	6 Facilitate GEO Training	6 Process Deliverable Orders			
	7 Complete Startup Spreadsheets	7 Perform Data Conversion Analysis (as contracted)			
		8 Convert Sample Data and Verify (as contracted)			

Phase: 1 Initiation

1. Conduct Sales Turnover Meeting

ProPhoenix will conduct an internal meeting with Sales to understand the project as a whole and to gather all pertinent documents, including the Sales Turnover Form.

2. Assign Project Manager

ProPhoenix will assign the Project Manager.

3. Perform Internal Preparation

ProPhoenix will conduct internal meetings with all agencies to discuss customer specifics regarding the project and devise the project plan.

4. Conduct Pre Implementation Meeting

Participate in Pre-Implementation kickoff meeting with ProPhoenix.
1. Review the Statement of Work (SOW).
2. Review all the interface specifications including NCIC and plan to get the projects started

5. Provide Customer Documentation

The customer is to be provided with the access to the following documentation:
- GEO Documentation
- GEO Spreadsheet Instructions
- GEO Spreadsheet
- Prerequisites for Phoenix Setup
- System Admin Guide
- Statement of Work

- Startup Spreadsheets and the guide

Phase: 2 Planning

1. Prepare Internal Team

ProPhoenix will conduct an internal meeting with the key team members.

2. Finalize Project Plan

ProPhoenix will prepare Microsoft Project Plan.

3. Conduct Business Analysis

The customer should assign appropriate agency staff to participate in a Business Analysis meeting with ProPhoenix staff to review policy and procedures of the organization and how they relate to ProPhoenix Software.

4. Provide CRM Access

The customer will provide a list of users that will have access to our Customer Relationship Management (CRM) site. These users should attend the System Admin training.

5. Conduct Data Analysis (as contracted)

The customer shall participate in a "Data Analysis" to review and confirm which data can be converted into ProPhoenix.

6. Facilitate GEO Training

GEO training has been completed by verifying the GEO Spreadsheet.
1. Insure that has all streets, addresses, intersections and common names are identified by political juris.
2. Insure a patrol area is assigned for each address/intersection.
3. Insure that a Run Assignment is assigned for addresses/intersections.

7. Complete Startup Spreadsheets

The Customer must complete the appropriate Startup Spreadsheets based on the scope of the project. Explanation on how they must be completed will be provided by ProPhoenix. Information from spreadsheets will be inserted in the customer system by ProPhoenix.

Personnel; Police CAD CFS Codes; Police Units; Police CAD Dispositions; Charges; NIBRS Charges; Terminals; Property Room; Locations; Inventory; Inventory History; Fleet; Course; Training.

Phase: 3 Implementation

1. Configure Hardware/System Software by Customer

The customer will provide a list of users that will have access to our Customer Relationship Management (CRM) site. These users should attend the System Admin training.

2. Install/Configure Phoenix Software by ProPhoenix

ProPhoenix will Install/Configure Phoenix Software

3. Conduct Train the Trainer Training

The customer is responsible for having the appropriate agency staff actively participate in the training.

- All students attending should be dedicated to the entire training session, not assigned other duties.
- Students should give their full attention to the class and not be permitted to use personnel devices for email or texting.
- Suitable classroom space must be provided, with a workstation and projector available for the instructor.
- No more than two (2) students per workstation.
- Each student must have a copy of the training workbooks, if provided for class.
- Workstations must be preconfigured with applications/icons available on the desktop.
- Students should be able to log into Windows.
- User names and password tested
- Necessary Windows privileges/security must be assigned.
- Students should be able to log into ProPhoenix.
- User names and passwords must be tested.
- Necessary roles must be assigned.
- RMS workstations should be configured with:
- High-speed internet access
- Screen: 21-inch, with minimum resolution of 1366 X 768
- Windows 7 or greater with IE 11
- Minimum of 6 GB of RAM
- Microsoft .Net Framework 4.5.1 (if using CAD/WDA)

4. Complete Geo File Import

1. The customer completes the GEO spreadsheets as per GEO Instruction document and training.
2. The customer ensures that individual political juris are identified in the spreadsheets for all records.
3. ProPhoenix performs initial GEO Conversion. The customer is required to review the GEO and provide timely feedback to ProPhoenix.
4. The customer will notify ProPhoenix upon acceptance of the GEO, and approve it to be inserted into the live database.

5. Install and Configure Interfaces

The customer and ProPhoenix are responsible for assisting and verifying the functionality of interfaces. The customer and ProPhoenix are also required to make arrangements and coordinate with any third party vendor for implementation of the interface with ProPhoenix.

6. Process Deliverable Orders

Deliverable items such as third-party hardware; ProPhoenix will be processing the Orders.
1. Purchasing will place the orders on behalf of the customer.
2. Shipment will come directly from the distributor.
The customer is responsible for installing it and configuring the items unless ProPhoenix to assist.

7. Perform Data Conversion Analysis (as contracted)

1. The customer must assign a resource familiar with the legacy database and table structure and able to work with the Data Conversion team to analyze data being converted into ProPhoenix.
2. The customer needs to provide timely feedback to ProPhoenix.

8. Convert Sample Data and Verify (as contracted)

The customer is responsible for reviewing converted data and providing timely feedback to ProPhoenix.

Phase: 4 User Training

1. Conduct Follow-Up/Specialized User Training

The customer will dedicate appropriate personnel to attend the specialized training. This training is targeted for the personnel within the agency overseeing the implementation of the project. The same conditions as "3. Conduct Train the Trainer Training" under Implementation apply here.

2. Conduct End User Training

The customer is responsible to conduct end-user training following the Train-the-Trainer training.

3. Practice Dual Mode Operation

The customer is responsible for performing dual mode operation for a period of time prior to go-live. This is side-by-side operation of their existing application along with ProPhoenix to ensure smooth transition upon go-live.

Phase: 5 Go-Live

1. Prepare the Database for Go-Live

The customer is responsible to insure all the necessary System Parameters are set for go-live.

2. Go-Live

1. The customer will coordinate with ProPhoenix to schedule a go-live date and time.
2. The customer will make all the necessary agency preparations for go-live.

3. Perform Data Conversion (as contracted)

1. The customer is responsible for notifying ProPhoenix when they have finished using their old system.
2. The customer is responsible for reviewing and providing timely feedback to ProPhoenix on sample data conversion.
3. The customer

4. Conduct Post Go-Live Training

The customer is responsible for having the appropriate agency staff participate in the training.

Phase: 6 Closing

1. Verify State Reporting Process

The customer and ProPhoenix are responsible for verifying the state reporting process and providing feedback to ProPhoenix.

2. Conduct Final Review

ProPhoenix will conduct a final review of the project with Sarpy County Project Manager.

3. Transfer PM to Account Management

Upon conclusion of the Project, the customer to be transferred to Account Management.

Table of Contents

1.   Application Software

RMS Client - MultiJuris - Police (Site License)
Hardware and all the necessary system software, along with it's installation & configuration, are the responsibility of the customer unless otherwise specifically stated. System specifications must meet the minimum requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

RMS Server - MultiJuris – Police
Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

2.   Interfaces

Sarpy County is responsible for contacting the third party vendor or entity to secure requirements/specifications for each interface. The information is to be provided to ProPhoenix. If necessary, Sarpy County will arrange a meeting with the third party to work out any details, resolve issues and assist with development of the software. Sarpy County is responsible for any fees or charges the third party vendor or entity may require for their work as part of this interface.

Interface - ESRI to Phoenix RMS
Sarpy County will use the County GIS ESRI ArcGIS Server mapping system and, if needed, the County will also use the Census's geocoding services. Interface will enable ESRI maps to display in all areas of the product where maps are used.

IMACS Name Push to RMS
A unique "record/Transaction" will be created in ProPhoenix for the person that is booked into the Sarpy County Jail using IMACS software from vendor Intellitech Corp. The record would contain name of person, booking date, release date, booking number and while the person is actively booked into the Sarpy County Jail a visual "Flag/Alert" would be placed on the person record indicating they are currently "housed/booked" in the Sarpy County Jail,. The visual "Flag/Alert" would be removed once the person has been released from the Sarpy County Jail.

Interface - Civil Process Info to NE State
Sarpy County to secure point of contact and specifications as mentioned above.

Interface - QueTel Property and Evidence
Sarpy County to secure point of contact and specifications as mentioned above.

Interface - Motorola P1 CAD to Phoenix RMS
Incident data entered in the CAD system will populate event records in Phoenix RMS. This would include the details of the call, dispatcher/officer notes, and the NCIC/CIB information for names and vehicles.

Cooperation of the CAD vendor is vital to a successful interface. ProPhoenix cannot bring over information that the CAD system or CAD vendor will not, or cannot, provide.

Interface - NE TraCS to RMS Configuration and Setup
All the necessary hardware and software required for the TraCS program must be installed by the Customer . When available from th e State of Nebraska,Summons/Citations/Crash/Parking and other transferable data entered via
the TraCS program will be automatically downloaded from the customer created TraCSTran Folder on the Customer TraCS Server into Phoenix RMS and a Citation/Crash will be created. - An automatic duplicate name check will be performed. If a match isfound wi th the Last Name, First Name, DOB, Race, and Sex, the existing name will be used. If not, a new name will be created.
The interface will comply with State of Nebraska requirements.

Interface – Nebraska NIBRS Compliance
ProPhoenix must be compliant with Nebraska NIBRS State requirements.

3. Project Management

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinctive project phases.
1. Initiation: Establish initial communication with the customer, set up internal systems, on-site analysis and initiation of the planning stage.
2. Planning: Conduct site visit if applicable, finalize project plan, and prepare internal team.
3. Implementation: Install and configure software, conduct system administration training, and execute a sample data conversion (if contracted)
4. User Training: Conduct train the trainer training, assist end user training, and prepare to go live.
5. Go-Live: Go live, conduct post go-live training, and perform data conversion (if contracted).
6. Closing: Conduct final review and project closeout. At completion, transfer project management to technical support staff.

4. Enhancements Requested

ProPhoenix will make the following enhancements as requested by Sarpy County:
1. Flag colors shall match the color of the "I" bubbles.
2. A notary function shall be added to the Arrest and Detention Report
3. Add a comments section for the DA Package creation.
4. Active Warrants will display in RED, dispositioned warrants will display in BLACK.
5. Provide an option to close warrant upon Arrest Entry for the warrant
6. Retention schedule or follow up date tied to the statutes
6.1 Sarpy County will need to provide more detail on this item.
7. Provide the ability to add multiple names to one piece of evidence.
8. Provide a drop down for the Warrant Entry Screen via a statute look up table.
9. Provide short cut button in crash entry screen to branch to add citation.
10. Decode 3D Bar Code from vehicle Registration to parse into tow record.
10.1 More research is needed to complete this.

5. Travel

On-site Travel, Lodging, M&IE

Actual expenses will be billed. An estimate of expenses are included in the contract price and listed in the proposal. This price is a <u>do not exceed price</u>. If additional travel is requested, or required, and expenses will, or may exceed this estimate, all expenses exceeding this estimate will be pre-approved by the Customer prior to any travel arrangements.

Travel expenses will be invoiced at the completion of each occurrence.

6. Conversion

Data Conversion - Need Analysis
ProPhoenix Project Manager will co-ordinate with the assigned customer's Project Manager to execute the needs analysis. Project life cycle includes:
- Needs analysis meeting
- Initial plan for conversion

- Risk Management and mitigation recommendations
- Determine what data technically be converted and what data is defined in the proposal for conversion

Needs assessment analysis does not include onsite travel and travel expenses.

If applicable, on-site will require travel costs that are the responsibility of the customer and will adhere to section 5 of this document.

Populate Geo (Address)

Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or pay for the purchase the address only data from online sources.

Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries. Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data.

Exhibit 4

CONSULTING AGREEMENT

THIS AGREEMENT is made as of _____ 2018, between **Sarpy County** _, hereinafter referred to as "Client" and Public Safety Consultants, Inc. hereinafter referred to as "Consultant".

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. **Services.** Consultant agrees to perform for client the services as described in the Scope of Services section in Exhibit A attached hereto and as executed by Client and Consultant. Such services are hereinafter referred to as "Services." Client agrees that Consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's Services provided for by this contract.

2. **Rate of Payment for Services.** Client agrees to pay Consultant for Services in accordance with the specific payment schedule contained in the Exhibits attached hereto and executed by both Client and Consultant. Unless otherwise specified in a specific Exhibit, this contract represents a fixed price contract, under which Consultant will charge, and Client will pay for services. Consulting services provided outside the scope of this contract will be billed at a fee of $120.00 per hour plus ordinary and necessary expenses for travel, lodging, rental car, meals, materials, and other such items, as approved by Sarpy County.

3. **Invoicing.** Client shall pay the amounts agreed to herein, due upon receipt of invoices which shall be sent by Consultant or his representative. Client shall be billed monthly for services provided in the preceding thirty days. Client shall timely pay the amount of such invoices to Consultant or his specific designee.

Confidential Information. Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any nonparty to the Agreement, any confidential information of Such Other Party. Confidential Information is Information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design and programming. Consultant hereby acknowledges that during the performance of this contract, Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the Client's business will be kept confidential by Consultant, except to the extent that such information is required to be divulged to Consultant's clerical or support staff of associates in order to enable Consultant to perform Consultant's contract obligations.

4. **Staff.** Consultant is an independent contractor and neither Consultant nor Consultant's staff is, or shall be deemed to be, employed by Client. Client is hereby contracting with Contractor for the Services described in Exhibit A (Scope of Services) and Consultant reserves the right to determine the method, manner and means by which their Services will be performed. Consultant is not required to perform the Services during fixed hourly or daily time and if the Services are performed at the Client's premises, then Consultant's time spent at the premises is to be at the discretion of Consultant; subject to the Client's normal business hours and security

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requirements. Consultant hereby confirms to the Client that the Client will not be required to furnish or provide any training to Consultant to enable Consultant to perform the Services required hereunder. The Services shall be performed by Consultant, or Consultant's staff, and the Client shall not be required to hire, supervise or pay any assistants to help Consultant who performs the Services under this Agreement. Consultant shall not be required to devote Consultant's fulltime nor the fulltime of Consultant's staff to the performance of the Service required hereunder, and it is acknowledged that Consultant has other clients and Consultant offers Services to the general public. The order of sequence in which the work is to be performed shall be under the control of Consultant.

5. **Termination.** Consultant's Services hereunder cannot be terminated or canceled short of completion of the Services agreed upon except for Consultant's failure to perform the contract's specifications as required hereunder and conversely, subject to Client's obligation to make full and timely payment(s) for Consultant's Service as set forth in Exhibit A, Consultant shall be obligated to complete the Services to the extent and as provided in Paragraph ____ hereof. The Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Client will not withhold any amount that would normally be withheld from any employee's pay.

6. **Use of Work Product.** Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all copyright and patent right with respect to all materials developed under this contract, and Client is hereby granted a nonexclusive license to use and employ such materials within the Client's business.

7. **Client Representative.** The following individual, _____, shall represent Client during the performance of this contract with respect to the Services and deliverables as defined herein and has authority to execute written modifications or additions to this contract.

8. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

9. **Disputes.**

10. **Savings Clause.** The Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and the Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and

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obligations of the County and the Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

11. **Hold Harmless.** The Consultant agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the Consultant, its officers, employees, assignees, or agents. Any liability on the part of the County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions of the Consultant.

12. **Conflict of Interest.** Pursuant to Neb. Rev. Stat. § 23-3113, the Parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of _____, 2018.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

(Seal)

ATTEST:

_____   _____
Debra Houghtaling   Don Kelly, Chairperson
Sarpy County Clerk   Sarpy County Board Of Commissioners

Approved as to Form: Consultant: _Public Safety Consultants, Inc.

_____

_____   By: _____
Deputy County Attorney

                                  Title:_ President_____

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1 Exhibit A: Scope of Work

PSCI has provided a task breakdown as to how we will approach the management of this project. It will entail working closely with Sarpy County as well as the contractor selected by Sarpy County. Once Sarpy County has selected a contractor, PSCI will work closely with the contractor and the county to develop a fair and equitable contract that will protect the county and insure the timely implementation of the RMS and Mobile Computing system. Once the contractor is on board, PSCI will oversee and coordinate the following tasks:

1. Bi-weekly Meetings and Reports: It is estimated that PSCI will need to prepare a minimum of twelve reports over the course of the project. These reports will describe the progress of the project. They will include the following:
   a. Tasks completed to date.
   b. Upcoming Tasks and who is responsible as well as due dates
   c. Issues to be resolved, who is responsible as well as due dates
   d. Key project deliverables and due dates
   e. Project risks
   f. Miscellaneous task and or issues to be addressed
2. Onsite or telephone meetings with Contractor as needed
3. Component Level Testing: PSCI will review all component level testing, test plans and test procedures. PSCI will oversee testing and document all level 1, 2, and 3, errors. Level 1 errors are those that halt the system, level 2 critical but processing can continue but the system cannot be accepted until they are fixed, and level 3 that are cosmetic in nature but need to be addressed and a date set for the errors to be fixed.
4. PSCI will oversee the final Acceptance testing and document all issues.
5. PSCI will provide a Final Report and presentation to review with public bodies on behalf of Sarpy County.

The following subsections describe PSCI's approach in greater detail.

1.1 Project Management

Dr. Ioimo will manage and monitor the project by tracking the cost and schedule against the planned activities. Dr. Ioimo will organize the staff and activities and review progress, and with input from the other project team members, develop the monthly status reports. He will delegate the tasks to the staff and coordinate all work performed by PSCI, the County and the Contractor.

As a contributing member on the project, the project manager will also be working on a daily basis on specific project deliverables. Project management duties are collateral to the primary mission.

However, PSCI adheres to the Project Management Institute (PMI)[1] practices and will adhere to the best practices of the Project Management Body of Knowledge (PMBOK) during the execution of his project management responsibilities.

The Project Manager will prepare written status reports with input from the team members. The status report will summarize current activities and accomplishments, plans for the next reporting period, and identify issues and recommended course of action. We will deliver a written report once per month. We will meet bi-weekly with the contractor to discuss the project's progress.

Dr. Ioimo, and selected team members, as appropriate, will review the status of the project with the Sarpy County monthly, or as requested by the County. We will use the written status report as a basis for discussion at the status meetings. The Project Manager will be the primary point of contact for all project activities. The project report will include the following:

- a. Tasks completed to date.
- b. Upcoming Tasks and who is responsible as well as due dates
- c. Issues to be resolved, who is responsible as well as due dates
- d. Key project deliverables and due dates
- e. Project risks
- f. Miscellaneous task and or issues to be addressed

1.2   Selection Process

PSCI will provide Final Contract Negotiation Support, if requested. We will also provide the necessary support with internal political bodies, Board of Commissioners during the Contract award process.

PSCI will work with the selected Contractor to establish a realistic project schedule that is agreed to by all parties. PSCI will use Teamwork Project for project management services to document all tasks, both Contractor's and Sarpy County's and track each task and sub tasks progress.

1.3   Onsite meetings required throughout the project

PSCI will conduct onsite and telephone meetings as required. PSCI anticipates a minimum of one onsite or telephone meeting per month throughout the project.

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[1] For more information on the PMI, see www.pmi.org.

1.4 Monthly Status Reports

PSCI will prepare a monthly status report and present it to the Sarpy County. We will then conduct a meeting to review the project progress and discuss the important contents and issues presented in the report. PSCI will also meet with the selected contractor on a monthly basis to go over the project's progress.

1.5 Meetings with Contractor

PSCI will meet with the selected contractor at a minimum of once a month and as might be required throughout the life the project. These meetings would be to discuss the project's progress and any issues that might need to be resolved.

1.6 Testing

PSCI anticipates two levels of testing, component and system level. PSCI intends to review the contractor's test plans and test procedures prior to any testing. Once approved PSCI will oversee the testing and document all system levels 1, 2, and 3 errors. PSCI will go over each error with the contractor and Sarpy County and develop a schedule for the correction and retesting of each error.

Upon the successful completion of the final system level test, PSCI will submit a report to Sarpy County with recommendation for final acceptance.

1.7 Final Report

Upon final project completion, PSCI shall develop a comprehensive final report. In this report we will summarize the project, highlight the successes, the areas that require improvement and provide future recommendations. PSCI will also make formal presentations as required by the Cities that comprise the Sarpy County system.

Exhibit B: Pricing

The following is the pricing for the project management consulting services.

Payment Milestone	When Invoiced	Amount	
1. Project Initiation	Contract Signing	20%	$10,640.00
2. Software Installation and Testing	Completion of software installation and testing	35%	$18,620.00
3. Training and System Go-Live testing	All training and testing completed, System ready for Go-Live. Level1 and 2 errors fixed	25%	$13,300.00
4. Interface Testing	All interfaces functioning	15%	$ 7,980.00
5. Final Report	Final report to Sarpy County	5%	$ 2,660.00
6. TOTAL PRICE		100%	$53,200.00

PSCI anticipates the need to be onsite during milestones 2, 3, and 4. We estimate each trip to cost approximately $1,150.00 totaling $3,450. PSCI only charges for actual travel and per diem expenses and only for the actual number of trips. All other meetings will be conducted through Skype when possible. PSCI anticipates a minimum of bi-monthly meetings to review the project's progress. Any impromptu meetings that might be necessary can also be conducted using Skype.