



AGENDA

NORCOM Governing Board
Kirkland PD Totem Lake Room - May 10, 2019

1. Call to Order
 - A. Governing Board Powerpoint
2. Roll Call
3. Open Communications from the Public
4. NORCOM Recognition
5. Consent Agenda
 - A. Minutes of April 12 2019 Governing Board Meeting
 - B. April 2019 Accounts Payable
6. For Board Decision
 - A. Resolution 165: 2020 Budget Policy and Calendar
 - B. Resolution 166: 2019 Budget Amendment with 2018 carryover.
 - C. Resolution 167: Tyler Technologies Annual Licensing and Software Support Maintenance Agreement
7. For Briefing to Board
8. Staff Updates
9. Committee Reports
10. Upcoming Agenda Items
11. Executive Session

The Governing Board may hold an Executive Session pursuant to one or more of the following:

 - *RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency;*
 - *RCW 42.30.110(1)(g) to review the performance of an employee; and*

- *RCW 42.30.110(1)(f) to receive and evaluate complaints brought against an employee.*

12. Adjournment

The next Governing Board meeting is scheduled for



MEMORANDUM

To: Governing Board
From: Tom Orr, Executive Director
Date:
Subject: Governing Board Powerpoint

Executive Summary:

NA

Background:

NA

Past Board or Other Related Actions:

NA

Policy and Strategic Implications:

NA

NORCOM Staff Recommendation:

NA

Staff Comments:

NA

Options

NA

Risks

NA

Finance Committee Review: Yes

NA

Legal Review: No

NA

Joint Operations Board Review: No

NA

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2019
Account (s):
Fiscal Note:
Fiscal Impact:
NA

Attachments

Governing Board PowerPoint



*May 10, 2019
NORCOM Governing Board*

NORCOM
Governing
Board
Meeting
May 10, 2019

Agenda

1. Call to Order
2. Roll Call
3. Open Communications
4. Recognition

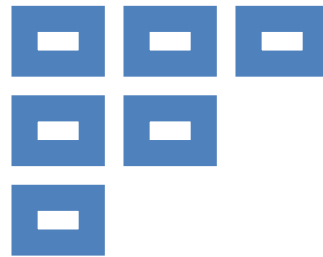
NORCOM Governing Board Meeting



5. Consent Calendar

- A. Minutes from April 2019 Governing Board meeting
- B. April 2019 Accounts Payable Approval Report

NORCOM Governing Board Meeting



6. Board Decision

- A. Resolution 165 –
Budget Policy &
Calendar

2020 Budget Policy and Calendar

Approval is necessary for continuation and completion of the 2020 Budget

One significant change – elimination of Rate Stabilization Fund limit

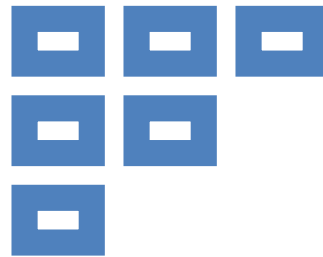
Minor language changes that clarify current operations

Finance Committee approved in March

Joint Operations approved in March

Principals Assembly briefed in April

NORCOM Governing Board Meeting



7. Board Decision

- B. Resolution 166 – 2019
Budget Amendment
with 2018 carryover

2019 Budget Amendment

- Operating Fund
 - Total 2018 carryover totaled \$546,604
 - Adjustment amounts (to increase the budget) include:
 - \$182,734 in personnel costs include:
 - » Non-funding of EA position and addition of HR Manager
 - » Increases due to new guild contract
 - \$294,100 operating expenses include:
 - » Increase in legal and professional fees
 - » VM Ware support (already approved)
 - » Website and communications floor upgrade
 - \$69,770 transfer to Rate Stabilization Fund

2019 Budget Amendment

Capital Projects includes rollover projects of:

CAD-X of
\$350,000

VHF Paging of
\$200,000

Disaster Recovery
of \$250,000

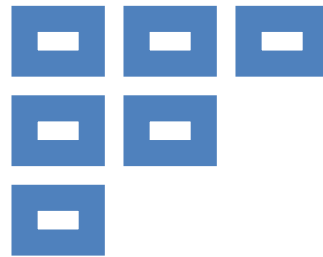


Capital Projects also includes CADi switch of
\$112,000



All other funds are being amended to include
amounts earned in interest in 2018

NORCOM Governing Board Meeting



7. Board Decision

- C. Resolution 167 –
Annual Software
Licensing & Software
Support Agreement –
Tyler Technologies



6.3 Provided that no P1 or P2 defects identified in Agreement Sections 5.2 and 5.3 exist on the one-hundred twentieth (120th) day after the NORCOM payment described in Section 6.2 above, NORCOM shall pay a 2014-2015 SSMA payment in the amount of \$388,160. If the identified P1 or P2 defects remain unresolved on that date for the 2014-2015 SSMA payment, then NORCOM shall remit the 2014-2015 SSMA payment of \$388,160 within seven (7) calendar days after New World completes remediation of those identified P1 or P2 defects.

6.4 NORCOM shall remit the final Police Project Payment (payments for the remainder of the Police Software, Service Payment Task P29, and Service Payment for Police Final Acceptance under the Contract) totaling \$274,509 upon the completion of a final acceptance process to be defined by the NORCOM and New World Project Teams, which shall include a reconciliation of Exhibit Q to the Contract. The Parties agree to work expeditiously and engage in good-faith discussions concerning the reconciliation of Exhibit Q as well as the final acceptance process.

Tyler SSMA Agreement

- New World Police CAD & LE Software Suite Requires annual agreement (SSMA)
 - 2014: New World-NORCOM settlement sets SSMA amounts from 2014 through 2018
 - 2017: Tyler purchased New World in 2017 and took over Settlement Agreement
 - 2018: Settlement Agreement completed by Tyler & NORCOM
 - 2019: Tyler and NORCOM begin normal annual maintenance
- Cost - \$392,111.20 plus tax (approx. \$431,322.32)
- Approved by Board in 2019 budget
- 3% increase over 2018 (industry standard is 5-8% increase)

SSMA TERM	AMOUNT	NORCOM PAYMENT DUE DATE
May 1, 2015-April 30, 2016	\$357,069	May 1, 2015
May 1, 2016-April 30, 2017	\$376,758	May 1, 2016
May 1, 2017-April 30, 2018	\$397,261	May 1, 2017
May 1, 2018-April 30, 2019	\$418,609	May 1, 2018

NORCOM Governing Board Meeting



10. Staff Updates

NORCOM Governing Board Meeting



10. Committee Reports

NORCOM Governing Board Meeting



6. Executive Session

The Governing Board may hold an Executive Session pursuant to one or more of the following:

- *RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency;*
- *RCW 42.30.110(1)(g) to review the performance of an employee; and*
- *RCW 42.30.110(1)(f) to receive and evaluate complaints brought against an employee.*



Adjournment



MEMORANDUM

To: Governing Board
From: Tom Orr, Executive Director
Date:
Subject: Minutes of April 12 2019 Governing Board Meeting

Executive Summary:

NA

Background:

NA

Past Board or Other Related Actions:

NA

Policy and Strategic Implications:

NA

NORCOM Staff Recommendation:

NA

Staff Comments:

NA

Options

NA

Risks

NA

Finance Committee Review: No

NA

Legal Review: No

NA

Joint Operations Board Review: No

NA

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2019
Account (s):
Fiscal Note:
Fiscal Impact:
NA

Attachments

GB Minutes for April 2019



MEMBERS

Nathan McCommon	City of Bellevue
Bruce Kroon	City of Bothell
Marilynne Beard	City of Kirkland
Jeff Magnan	City of Mercer Island
Dan Yourkoski	City of Normandy Park
Bob Larson	City of Snoqualmie
Greg Tyron	Eastside Fire & Rescue
Jim Torpin	Northshore Fire
Greg Ahearn (Chair)	Woodinville Fire
Dave Scherf	City of Medina
Davon Hanson	City of Clyde Hill

ABSENT

Jay Wiseman	Snoqualmie Pass Fire
James Knisley	Skykomish Fire District #50
David Burke	Duvall Fire District #45
Chris Conner	Fire District 27

VISITORS

Jon Jurich	Pacifica Law Group
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NORCOM STAFF

Thomas Orr	Executive Director
Scott Sotebeer	Deputy Director, Strategic Initiatives
Roky Louie	Deputy Director, Operations & HR
Jami Hoppen	Training Coordinator
J. R. Lieuallen	Finance Manager
Ron Tiedeman	IT Director
Chris Perez	Fire Liaison
Freddie Moss	Quality Assurance & Public Records Specialist
Katy Gilbert	Operations Supervisor
Nick Curry	Telecommunicator
Bill Hamilton	Police Liaison



- **Call to Order**

Greg Ahearn, Governing Board Chair, called the NORCOM Governing Board to order at 10:41 a.m.

- **Roll Call.**

Chair Greg Ahearn requested a roll call of present Governing Board members. Freddie Moss, Clerk of the Board, reported there was a quorum.

- **Open Communications from the Public**

There were no requests for communication from the public.

- **Recognition of outgoing Governing Board Chair & Appointment of Chair and Vice-Chair**

Greg Ahearn called for a motion to appoint Nathan McCommon as the new Governing Board Chair. Tommy Smith seconded the motion. Motion Carried

Nathan McCommon called for nominations for vice chair. Dan Yourkoski and Steve Burns were both nominated. Following discussion, Jeff Magnan moved to appoint Dan Yourkoski as the new Governing Board Vice Chair. Marilynne Beard seconded the motion. Motion Carried.

Executive Director Orr recognized the contributions of Greg Ahearn, outgoing Governing Board Chair. Director Orr presented Greg Ahearn with an award for his tenure.

- **Consent Agenda**

- **Minutes from March 2019 Governing Board Meeting**
- **March 2019 Accounts Payable Report**

There was no discussion on any consent agenda items.

Greg Ahearn made a motion to approve the Consent Agenda. Jim Torpin seconded the motion. Motion carried.

Finance Manager J.R. Lieuallen noted that the finance team met before the Governing Board Meeting.

- **Executive Session¹**

Executive Session began at 11:45 a.m. and finished at 12:15 p.m.

Regular session resumed at 12:15 p.m.

¹ The Governing Board may hold an Executive Session pursuant to one or more of the following:

- **RCW 42.30.110(1)(i)** to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency;
- **RCW 42.30.110(1)(g)** to review the performance of an employee; and
- **RCW 42.30.110(1)(f)** to receive and evaluate complaints brought against an employee.



- **For Board Decision**

- **Resolution 156: NORCOM Associated Guild Labor Agreement**

- Jeff Clark moved to approve Resolution 156 with an amendment that would provide for monitoring and report back to the Board on the impacts of PTO conversion. Matt Cowan seconded the motion. Resolution 156 passed unanimously.

- **Resolution 162: Approving, amending, and restating Standard Operating Procedure #05-003 regarding Reserve and Fund Balance policies.**

- Jeff Clark made a motion to pass Resolution 162. Tommy Smith seconded. Resolution 162 passed unanimously.

- **Resolution 163: Approving, amending and restating the purchasing card program and policy manual.**

- **Resolution 164: Amending Standard Operating Procedure #05-010**

- Bob Larson made a motion to pass Resolution 163 and 164. Bruce Kroon seconded the motion. Resolution passed unanimously.

- **For Briefing to the Board**

- Scott Sotebeer briefed the board on current developments with respect to Regional Advisory Governing Board and the King County 911 Program Office.

- **Committee Reports**

- There were no committee reports.

- **Staff Updates**

- There were no staff updates or questions regarding staff reports.

- **Upcoming Agenda Items**

- There were no upcoming agenda items.

- **Adjournment**

- The Governing board meeting was adjourned at 12:36 a.m.

Approved by:

Chair

Attest:

Secretary



MEMORANDUM

To: Governing Board
From: J.R. Lieuallen, Finance Manager
Date: 05/01/2019
Subject: April 2019 Accounts Payable

Executive Summary:

N/A

Background:

N/A

Past Board or Other Related Actions:

N/A

Policy and Strategic Implications:

N/A

NORCOM Staff Recommendation:

NORCOM Staff has conducted a thorough review and analysis and recommends approval to approve the report.

Staff Comments:

N/A

Options

N/A

Risks

N/A

Finance Committee Review: Yes

The Finance Committee is scheduled to review the report at their May 8th meeting.

Legal Review: No

N/A

Joint Operations Board Review: No

N/A

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2019
Account (s):
Fiscal Note:
Fiscal Impact:
Budgeted expense items.

Attachments

April 2019 AP Report

NORCOM
ACTIVITY APRIL 1, 2019 THROUGH APRIL 30, 2019

Accounts Payable, Payroll, Electronic and Manual Payments Totaling: **\$ 1,093,871.65**
Checks by Date - Detail by Check Date Report attached

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the claim is a just, due and unpaid obligation against NORCOM, and that I am authorized to authenticate and certify said claim.

Michael Olson, Treasurer

Date

We, the undersigned NORCOM Board Members, do hereby certify that claims in the amount detailed above are approved.

Governing Board Chair

Date

Governing Board Vice Chair

Date

Accounts Payable

Checks by Date - Detail by Check Date

User: jrlieuallen
Printed: 5/1/2019 10:27 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
Invoice No	Description	Reference		
ACH 120		PAYCHEX	04/03/2019	
02282019-2	PPE Payroll Processing Fee			2,253.20
Total for this ACH Check for Vendor 120:				2,253.20
ACH 131		HEALTH EQUITY	04/03/2019	
02282019	PPE HSA Contributions Payable			1,046.30
Total for this ACH Check for Vendor 131:				1,046.30
ACH 132		WILMINGTON TRUST	04/03/2019	
03042019	PPE MEBT Contributions Payable			34,916.87
Total for this ACH Check for Vendor 132:				34,916.87
ACH 133		DEPT OF RETIREMENT SYSTEMS	04/03/2019	
	PERS Contributions			98,086.50
Total for this ACH Check for Vendor 133:				98,086.50
Total for 4/3/2019:				136,302.87
ACH 120		PAYCHEX	04/05/2019	
03152019	Payroll Processing Fees			2,232.20
03192019	Time and Labor Admin Fee			70.00
Total for this ACH Check for Vendor 120:				2,302.20
ACH 131		HEALTH EQUITY	04/05/2019	
03142019	PPE HSA Contributions Payable			952.55
03142019-2	HSA Admin Fee			75.05
Total for this ACH Check for Vendor 131:				1,027.60
ACH 134		COLONIAL LIFE	04/05/2019	
03212019	Supplemental Ins Premiums			942.96
Total for this ACH Check for Vendor 134:				942.96
ACH 140		RELIANCE STANDARD	04/05/2019	
03192019-2	Life/LTD Premiums			1,294.88
Total for this ACH Check for Vendor 140:				1,294.88
ACH 327		ASSOCIATION OF WASHINGTON CITIES	04/05/2019	
03212019-2	Medical Premiums			83,909.01
03212019-3	Dental Premiums			7,894.34
03212019-4	Vision Premiums			1,049.92
Total for this ACH Check for Vendor 327:				92,853.27
ACH 120		PAYCHEX	04/05/2019	
032419	PPE Payroll Processing Fee			2,253.20

Total for this ACH Check for Vendor 120:			2,253.20
ACH 131	HEALTH EQUITY	04/05/2019	
032419	PPE HSA Contributions Payable		<u>900.47</u>
Total for this ACH Check for Vendor 131:			900.47
ACH 132	WILMINGTON TRUST	04/05/2019	
032419	PPE MEBT Contributions Payable		<u>34,024.00</u>
Total for this ACH Check for Vendor 132:			34,024.00
17954 591	ACCOUNTING PRINCIPALS	04/05/2019	
10359898	Temp Employee Accountant – F.Moss WE 3/17/19		1,517.20
10376304	Temp Employee Accountant – F.Moss WE 3/24/19		<u>1,517.20</u>
Total for Check Number 17954:			3,034.40
17955 6	CDW-GOVERNMENT INC	04/05/2019	
RMJ3590	VMware vSphere Enterprise License		<u>55,550.00</u>
Total for Check Number 17955:			55,550.00
17956 9	CENTURYLINK	04/05/2019	
1464356510	Telephone Service		<u>67.19</u>
Total for Check Number 17956:			67.19
17958 594	KAITLIN DINH	04/05/2019	
031919	CCTA Training Mileage Reimbursement		<u>18.56</u>
Total for Check Number 17958:			18.56
17959 447	FIRST CHOICE COFFEE SERVICES	04/05/2019	
234296	Ice Machine		104.50
237399	Ice Machine		104.50
240374	Ice Machine		<u>104.50</u>
Total for Check Number 17959:			313.50
17960 30	FOSTER PEPPER LLC	04/05/2019	
1219349	Method and System for Inter and Intra Agency Track		168.00
1219360	Method and System for Inter and Intra Agency Comr.		199.50
1219361	RAADAR		196.87
1219362	License Agreements		441.00
1219363	Method and System for Integrated Public Safety		168.00
1219432	Special Counsel Services		<u>225.75</u>
Total for Check Number 17960:			1,399.12
17961 32	GARVEY SCHUBERT BARER	04/05/2019	
710590	Legal Services thru 2/28/19		<u>762.45</u>
Total for Check Number 17961:			762.45
17962 565	GLOBALSTAR	04/05/2019	
10154376	Orbit Plan		<u>273.94</u>
Total for Check Number 17962:			273.94
17963 254	ANDREW JOHNSON	04/05/2019	
032619	Shipping for broken Satellite Phone Antenna		<u>86.38</u>
Total for Check Number 17963:			86.38
17964 586	MEYDENBAUER CENTER	04/05/2019	
2019-04	April 2019 Construction Employee Parking		<u>1,950.00</u>

Total for Check Number 17964:			1,950.00
17965 52	PACIFICA LAW GROUP	04/05/2019	
49115	Public Records Special Projects		1,800.00
49116	Professional Services		1,587.00
49117	Professional Services thru Feb 2019		1,950.00
			<hr/>
Total for Check Number 17965:			5,337.00
17966 377	PST INVESTIGATIONS	04/05/2019	
PST119-0044	Background Investigation Services		14,472.97
			<hr/>
Total for Check Number 17966:			14,472.97
17967 256	PUBLIC SAFETY TESTING INC	04/05/2019	
2019-0052	Public Safety Testing Career Fair Booth		225.00
			<hr/>
Total for Check Number 17967:			225.00
17968 292	SHRED-IT USA INC	04/05/2019	
8126842555	Shredding Service		104.31
			<hr/>
Total for Check Number 17968:			104.31
17969 608	SKC COMMUNICATION PRODUCTS	04/05/2019	
INV2503356	Cushion Foam		1,573.28
INV2505882	Headband		159.98
			<hr/>
Total for Check Number 17969:			1,733.26
17970 590	THE RESULTS GROUP	04/05/2019	
1065	Strategic Planning Project		6,008.00
			<hr/>
Total for Check Number 17970:			6,008.00
17971 87	WA STATE PATROL	04/05/2019	
69099	Access User Fee		18,000.00
			<hr/>
Total for Check Number 17971:			18,000.00
17972 625	WOODINVILLE FIRE & RESCUE	04/05/2019	
WFR 19-005	King County ILA on Mutual Aid Project		1,016.95
			<hr/>
Total for Check Number 17972:			1,016.95
			<hr/>
Total for 4/5/2019:			245,951.61
ACH 120	PAYCHEX	04/12/2019	
040719 Payroll Payal	PPE 040719 Parking Payable		759.04
040719 Payroll Payal	PPE 040719 Union Dues Payable		2,103.54
040719 Payroll Payal	PPE 040719 Deferred Comp Payable (EE)		1,968.38
PPE 040719 Taxes	PPE 040719 Medicare Payable		7,871.42
PPE 040719 Taxes	PPE 040719 Accrued Employ Security		1,087.92
PPE 040719 Taxes	PPE 040719 Federal Taxes Payable		29,323.02
PPE 040719 Taxes	PPE 040719 Accrued Employ Security		2,873.82
PPE 040719 Wages	PPE 040719 Accrued Wages Payable		194,756.00
			<hr/>
Total for this ACH Check for Vendor 120:			240,743.14
17973 6	CDW-GOVERNMENT INC	04/12/2019	
RMX2651	Keyboards		204.60
RMX9982	Displayport Switch		74.76
			<hr/>
Total for Check Number 17973:			279.36
17974 210	CENTURYLINK	04/12/2019	
032019	Snoqualmie EU Circuit		173.12
			<hr/>

		Total for Check Number 17974:	173.12
17975 11	CITY OF BELLEVUE	04/12/2019	
34566	Monthly Rent		41,809.33
34567	Fiber Usage Rental Fee		477.00
34569	Monthly Parking Spaces		<u>1,832.60</u>
		Total for Check Number 17975:	44,118.93
17976 25	DEPT OF LICENSING	04/12/2019	
040219	Notary Public Application		<u>60.00</u>
		Total for Check Number 17976:	60.00
17977 28	EPSCA	04/12/2019	
9652	Redmond Satellite		<u>812.76</u>
		Total for Check Number 17977:	812.76
17979 31	FRONTIER	04/12/2019	
2763	Telephone Service		<u>18.47</u>
		Total for Check Number 17979:	18.47
17980 267	LIFEWORCS	04/12/2019	
76916	Integrated EAP & WL Program		<u>293.06</u>
		Total for Check Number 17980:	293.06
17981 261	RADIO COMMUNICATIONS SERVICES	04/12/2019	
14570	Rental/Lease Fee		<u>2,000.00</u>
		Total for Check Number 17981:	2,000.00
17982 65	SPRINT	04/12/2019	
032219	Wireless Service		<u>200.25</u>
		Total for Check Number 17982:	200.25
17983 366	T MOBILE	04/12/2019	
032919	Test Cell Phone Service		<u>36.82</u>
		Total for Check Number 17983:	36.82
17984 626	ESTATE OF DEVIN PEKEMA	04/12/2019	
041219	Final Check for Devin Pekema		<u>21,257.89</u>
		Total for Check Number 17984:	<u>21,257.89</u>
		Total for 4/12/2019:	309,993.80
ACH 120	PAYCHEX	04/19/2019	
040719	PPE Payroll Processing Fee		2,264.20
March2019	Time and Labor Admin Fee		<u>70.00</u>
		Total for this ACH Check for Vendor 120:	2,334.20
ACH 131	HEALTH EQUITY	04/19/2019	
04072019	PPE HSA Contributions Payable		848.39
April19	HSA Admin Fee		<u>75.05</u>
		Total for this ACH Check for Vendor 131:	923.44
ACH 132	WILMINGTON TRUST	04/19/2019	
040719	PPE MEBT Contributions Payable		<u>34,205.55</u>
		Total for this ACH Check for Vendor 132:	34,205.55

ACH 133	DEPT OF RETIREMENT SYSTEMS	04/19/2019	
March19	PERS Contributions		1,134.06
March19	PERS Contributions		<u>129,529.35</u>
Total for this ACH Check for Vendor 133:			130,663.41
Total for 4/19/2019:			168,126.60
ACH 120	PAYCHEX	04/24/2019	
042119 Payroll Payal	PPE 042119 Parking Payable		747.18
042119 Payroll Payal	PPE 042119 Union Dues Payable		0.00
042119 Payroll Payal	PPE 042119 Deferred Comp Payable (EE)		1,919.78
PPE 042119 Taxes	PPE 042119 Medicare Payable		7,659.22
PPE 042119 Taxes	PPE 042119 Accrued Employ Security		2,803.64
PPE 042119 Taxes	PPE 042119 Federal Taxes Payable		27,447.73
PPE 042119 Taxes	PPE 042119 Washington FMLA		1,064.33
PPE 042119 Wages	PPE 042119 Accrued Wages Payable		<u>191,854.89</u>
Total for this ACH Check for Vendor 133:			233,496.77
Report Total (47 checks):			1,093,871.65



MEMORANDUM

To: Governing Board
From: J.R. Lieuallen, Finance Manager
Date: 05/01/2019
Subject: Resolution 165: 2020 Budget Policy and Calendar

Executive Summary:

Per the ILA, the Governing Board must approve the subsequent year's Budget Policy and Calendar in order to officially proceed with budget development and adoption. The Finance Committee and Joint Operations Board must approve the policy for adoption by the Governing Board. Both groups have approved the policy. The policy must also be presented to the Principals Assembly for their review which was done in April

Background:

The Board has approved all other budget policies. The 2020 policy was amended slightly by the Finance Committee to be more in sync with updated and actual practices and to alleviate restrictions on the amount available from the Rate Stabilization Fund. The Joint Operations Board approved the policy with the amendments and forwarded to the Principals Assembly.

Past Board or Other Related Actions:

The Governing Board was briefed on the policy at the Principals Assembly on April 12.

Policy and Strategic Implications:

Does not amend or create new policy. Sets forth the budgeting process for 2020.

NORCOM Staff Recommendation:

NORCOM Staff has conducted a thorough review and analysis and recommends approval to adopt the 2020 Budget Policy.

Staff Comments:

Recommend to adopt.

Options

The Board could choose to adopt or not to adopt the policy.

Risks

As the policy is required by ILA, disapproval would result in the inability to move forward with the 2020 budget process.

Finance Committee Review: Yes

The Finance Committee reviewed and approved the Budget Policy as it is presented at the March 13 meeting.

Legal Review: No

Joint Operations Board Review: Yes

Joint Operations approved the Policy and Calendar at the March Meeting and forwarded to the Principals Assembly for the April Meeting.

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2020

Account (s):

Fiscal Note:

Fiscal Impact:

This policy sets forth the process to create and adopt the 2020 budget and is necessary for future funding.

Attachments

Resolution 165 - Approving 2020 Budget Policy with Exhibit A

RESOLUTION 165
A RESOLUTION OF THE GOVERNING BOARD OF
NORCOM APPROVING THE 2020 BUDGET POLICY

WHEREAS, pursuant to Section 12(b) of the North East King County Regional Public Safety Communications Agency Interlocal Agreement (the "Interlocal Agreement"), the Governing Board of NORCOM is required to adopt a budget policy for the upcoming annual budget no later than June 1; and

WHEREAS, the NORCOM Executive Director has submitted a proposed budget policy for fiscal year 2020 to the Joint Operating Board for review and recommendation; and

WHEREAS, the Joint Operating Board has reviewed the proposed budget policy for fiscal year 2020 and presented the proposed policy at the Principal's Assembly held on April 12, 2019; and

WHEREAS, the Governing Board now desires to approve the proposed budget policy for fiscal year 2020, as provided herein:

NOW THEREFORE, BE IT RESOLVED by the Governing Board of NORCOM as follows:

Section 1. Approval of the 2020 Budget Policy. Pursuant to Section 12(b) of the Interlocal Agreement, the Governing Board hereby approves the budget policy for fiscal year 2020, substantially in the form presented to the Governing Board and attached hereto as Exhibit A.

Section 2. Further Authority; Prior Acts. All NORCOM officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

Passed by a majority vote of the Governing Board in an open meeting on this 10th day of May, 2019.

Signed in authentication thereof on this 10th day of May, 2019.

Chair

Attest: _____

Exhibit A NORCOM

2020 Proposed Budget Policy

Discussion Paper

NORCOM's budget process is part of an overall policy framework that guides the services and functions of the agency. The budget serves a key role by allocating financial resources to the programs, which implement NORCOM's mission and core values. The budget also establishes financial policies to influence the availability of future resources that continue to carry out NORCOM's mission and core values.

Budget Policy development involves several steps. NORCOM budget policy starts with an understanding of service levels and issues impacting operations.

NORCOM's management team evaluates performance measures to assess organizational costs and effectiveness, and determine issues impacting 2020 operating priorities and the level of funding for each. Budget policies are statements that describe how financial resources will be obtained, allocated, managed, and controlled.

NORCOM's mission statement and core values are the broad policy statements that outline the objectives of the Governing Board. Budget objectives are policy statements summarizing the actions that are to be implemented in the budget.

Financial Management Policies

The following policies will guide the manner in which NORCOM develops, allocates, manages and controls financial resources available to the agency. These policies are the goals that the Governing Board seeks to achieve in its decision making and most are documented in NORCOM's Standard Operating Procedures. However, since fiscal conditions and circumstances continually shift and change in response to operating needs, it may not be practical or always desirable to

continually achieve these policies. Therefore, these policies are intended to guide, not govern, financial decision making and may not be fully achieved within any budget period.

General Financial Goals

- To provide a financial base sufficient to sustain consistent high quality emergency service communications to the public for emergency medical services, fire and police by receiving calls for service; dispatching resources, tracking and coordinating information flow and resources, initiating records for all emergency events, and enhancing effectiveness, efficiency, coordination and interoperability of emergency service providers.
- To be able to withstand local and regional economic hardships sustained by our participating and subscribing agencies and adjust to changes in their service level requirements.
- To adapt to changing funding resources from other governments.

Operating Budget Policies

- The operating budget is NORCOM's comprehensive financial plan which provides for the level of services prescribed by the Participating Agencies, including additional services or new programs as approved in subsequent years. A new budget will be adopted every year as a result of a comprehensive process incorporating any newly approved programs, inflationary increases, and other expenses. New programs will be analyzed by the Executive Director and Finance Manager before being presented to the Finance Committee and the Joint Operating Board for their analysis and review and, if approved, incorporated into the budget. No "one-time" expenses will be carried forward into subsequent budgets without specific authority.

- NORCOM defines a balanced budget as current annual revenues (including fund balances) being equal to or greater than current annual expenditures.
- All current operating expenditures will be paid from current revenues and cash carried over from the prior year. Current revenues and operating expenditures will be reviewed by the finance committee at least quarterly during the year.
- NORCOM will maintain revenue and expenditure categories according to state statute and administrative regulation.

Amendment/ Adjustment Policies:

- All supplemental appropriations for revenues and expenditures requested after the original budget is adopted, will only be approved by the Governing Board by resolution.

Revenue Policies:

- Other Revenues shall be realistically estimated and based upon the most recent information available.
- NORCOM will seek to avoid dependence on temporary or unstable revenues to fund ongoing mission critical services.
- Grant funds or similar contractual revenue of a temporary nature will be budgeted only if they are committed at the time of the preliminary budget. Otherwise, separate appropriations will be made during the year as grants are awarded or contracts made.

Expenditure Policies:

- The NORCOM budget will provide for a sustainable level of service for the well-being of employees and safety of the emergency service providers.

- Expenditures approved by the Governing Board in the annual budget define NORCOM's spending limits for the upcoming year. In addition to legal requirements, NORCOM will maintain an operating philosophy of cost control and responsible financial management.
- The Governing Board will be provided with a discussion paper for any new program detailing the expenditure, the recommended funding source, an analysis of the fiscal impact and a review of all reserves and previously approved amendments since budget adoption.
- Emphasis is placed on improving individual and work group productivity rather than adding to the work force. NORCOM will invest in technology and other efficiency tools to maximize productivity. NORCOM will request additional staff only after the need of such positions has been demonstrated and documented.

Capital Projects and Equipment Replacement

- NORCOM will maintain all its assets at an acceptable level to protect capital investment and to minimize future maintenance and replacement costs.
- NORCOM will conduct an equipment replacement and maintenance needs analysis, using a cash flow method, for the next several years and will update this projection every two years. From this projection a maintenance and replacement schedule will be developed and followed.
- Equipment Replacement will be fully funded according to the cash flow schedule to minimize large increases in User Fees from year to year resulting from acquisition or replacement of capital, and to fund the timely replacement of aging technology, equipment and systems.
- NORCOM will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted for approval.
- NORCOM will coordinate development of the Capital Projects budget with development of the operating budget. Future operating costs associated with new capital project will be projected and included in operating budget forecasts.

Operating Reserves and Contingency:

- Per section 12h of the ILA, each budget year the Governing Board shall set the Operating Expense Reserve at a level that ensures funds are on hand to reasonably address unforeseen operating contingencies. NORCOM currently maintains an Operating Expense Reserve at a level equal to 5% of the total Operating Budget. For the purpose of determining Operating Expense Reserve funding, the Governing Board defines the Operating Budget as the operating fund expenses less salaries, benefits, and onetime expenses.
- The Rate Stabilization Fund limit and usage shall be established by the Governing Board. The amount in the fund shall be analyzed to determine the long-term effect on rates. If it is determined that funds will be used to offset transition to higher rates or fund onetime expenditures the designated amount shall be applied to the overall budget prior to calculating assessments.
- All expenditures drawn from reserve accounts shall require prior Board approval unless previously authorized for expenditure in the annual budget.

Accounting, Auditing, and Financial Reporting Policies

- NORCOM will establish and maintain a high standard of accounting practices.
- Accounting and budgetary systems will, at all times, conform to Generally Accepted Accounting Principles, the State of Washington Budgeting Accounting Reporting System (BARS) and local regulations.
- A comprehensive accounting system will be maintained to provide all financial information necessary to effectively operate NORCOM.
- NORCOM's budget documents shall be presented in a format that provides for logical comparison with prior annual actual totals wherever possible.

- Reports outlining the status of revenues and expenditures shall be done monthly beginning in March of each year and will be distributed to the Governing Board, Joint Operations Board, Executive Director, Finance Committee, Department managers and any other interested party.
- An annual audit will be performed by the State Auditor's Office.

Budget Calendar

- In order to facilitate and implement the budget process the Finance Manager will develop and distribute a budget calendar.

2020 BUDGET CALENDAR

MARCH

Finance Committee approves budget policy	March 13
Joint Operating Board approves budget policy	March 21

APRIL

Joint Operating Board presents proposed budget policy at Principles Assembly/ILA 8	April 12
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MAY

Principals Assembly provides review and comment to Governing Board	by May 1
Governing Board adopts budget policy/ILA 12(b)	May 10
Budget development complete	by May 31

JUNE

Executive Director presents preliminary budget to Joint Op. Board/ILA 12(c)	June 20
User Fee updates complete	June 30

AUGUST

Proposed budget transmitted to Governing Board/ILA 12(c)	by August 1
Public hearing & budget approval by Governing Board/ILA 12(c)	August 9

SEPTEMBER

Participating agencies advised of budget and user fees/ILA 12(c)	by September 6
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DECEMBER

Approval by the legislative authorities of each Principal/Subscriber/ILA 12(c)	by Dec. 11
Governing Board adopts final budget/ILA 12(c)	December 13



MEMORANDUM

To: Governing Board
From: J.R. Lieuallen, Finance Manager
Date:
Subject: Resolution 166: 2019 Budget Amendment with 2018 carryover.

Executive Summary:

NORCOM traditionally amends the current year budget with prior year carryover. The Operations Fund is budgeted at a zero fund balance and all other funds are budgeted with a fund balance updated with new and/or rollover projects. NORCOM has identified the rollover amounts and will present the recommendations for amendment to the Finance Committee on May 8. The amounts presented in this attachment are preliminary and may be adjusted by the Governing Board meeting on May 10. Any adjustments will be presented at that time and a final draft of the Resolution will be presented.

Background:

Each year NORCOM in conjunction with financial statement preparation calculates carryover amounts to amend the current year budget. Due to the timing of budget approval and the start of the fiscal year it is necessary to amend the budget to maintain an accurate representation of the current financial needs of NORCOM.

Past Board or Other Related Actions:

No other action on the specifics of this resolution. The Board has consistently amended current year budgets with this same process in prior years.

Policy and Strategic Implications:

No policy changes with this resolution.

NORCOM Staff Recommendation:

NORCOM Staff has conducted a thorough review and analysis and recommends approval to adopt resolution 166.

Staff Comments:

Staff will provide comments during the meeting.

Options

The Board may approve the recommendations or choose to amend the expense recommendations and choose to allocate the carryover funds differently.

Risks

Carryover projects/expenses would not be budgeted without approval.

Finance Committee Review: Yes

The Finance Committee will review and recommend use for the 2019 carryover at the May 8 meeting.

Legal Review: No

Joint Operations Board Review: No

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2019

Account (s):

Fiscal Note:

Fiscal Impact:

Adoption of Resolution 166 amends the 2019 budget with fiscal impacts presented in the attachments.

Attachments

Resolution 166 - Amending 2019 Budget with Exhibit A

RESOLUTION 166
RESOLUTION OF THE GOVERNING BOARD OF
NORCOM AMENDING THE 2019 BUDGET

WHEREAS, by Resolution 151, the NORCOM Governing Board adopted the 2019 budget; and

WHEREAS, the NORCOM Governing Board desires to amend the 2019 budget;

NOW, THEREFORE, BE IT RESOLVED by NORCOM that:

Section 1. The changes to the 2019 Budget for NORCOM, attached and incorporated as Exhibit A, are adopted.

Section 2. A summary of the 2019 amended budgeted resources is as follows:

Operations	\$ 13,595,828
Capital Projects	1,357,391
Equipment Replacement	1,485,861
Operating Expense Reserve	120,098
E-911 Escrow	2,093,072
Rate Stabilization	1,296,064
2018 NORCOM Total	\$19,948,314

Passed by majority vote of the Governing Board in open meeting on this 10th day of May, 2019.

Signed in authentication thereof this 10th day of May, 2019.

Chair

Attest: _____

NORCOM
2019 BUDGET AMENDMENT
Exhibit A

OPERATIONS (501)	2019 ADOPTED BUDGET	2019 ADJUSTMENT Increase/(Decrease)	2019 AMENDED BUDGET
Revenue:			
Beginning Fund Balance	\$ -	\$ 546,604	\$ 546,604
Participant Revenues	10,993,542	-	10,993,542
Miscellaneous Revenues	531,400	-	531,400
Transfers In	1,524,282	-	1,524,282
Total Revenue	\$ 13,049,224	\$ 546,604	\$ 13,595,828
Expenditures:			
Salaries & Wages	6,923,654	203,722	7,127,376
Benefits	3,607,495	(20,988)	3,586,507
Operating Supplies & Services	2,518,075	294,100	2,812,175
Capital Outlays	-	-	-
Transfer Out to Operating Expense Reserve	-	-	-
Transfer Out to Equipment Replacement	-	-	-
Transfer Out to Capital Projects	-	-	-
Transfer Out to Rate Stabilization	-	69,770	69,770
Total Expenditures	\$ 13,049,224	\$ 546,604	\$ 13,595,828
Revenues less Expenditures:	\$ -	\$ -	\$ -

NORCOM
2019 BUDGET AMENDMENT
Exhibit A

CAPITAL PROJECTS (502)	2019 ADOPTED BUDGET	2019 ADJUSTMENT Increase/(Decrease)	2019 AMENDED BUDGET
Revenue:			
Beginning Fund Balance	\$ 79,627	\$ 777,764	\$ 857,391
Participant Revenue	-	-	-
Other Revenue	-	-	-
Transfer in from Operations	-	-	-
Transfer in from E-911 Escrow	-	-	-
Transfer in from Equipment Replacement	500,000	-	500,000
Transfer In from Rate Stabilization	-	-	-
Total Revenue	\$ 579,627	\$ 777,764	\$ 1,357,391
Expenditures:			
Capital Outlays	400,000	912,000	1,312,000
Capital Outlays Total	\$ 400,000	\$ 912,000	\$ 1,312,000
Revenues less Expenditures:	\$ 179,627	\$ (134,236)	\$ 45,391

NORCOM
2019 BUDGET AMENDMENT
Exhibit A

EQUIPMENT REPLACEMENT (503)	2019 ADOPTED BUDGET	2019 ADJUSTMENT Increase/(Decrease)	2019 AMENDED BUDGET
Revenue:			
Beginning Fund Balance	\$ 1,485,861	\$ -	\$ 1,485,861
Interest Earnings	-	-	-
Transfers In from Operations	-	-	-
Total Revenue	\$ 1,485,861	\$ -	\$ 1,485,861
Expenditures:			
Operating Supplies & Services	479,500	-	479,500
Capital Outlays	-	-	-
Transfer Out to Capital Projects	500,000	-	500,000
Total Expenditures	\$ 979,500	\$ -	\$ 979,500
Revenues less Expenditures:	\$ 506,361	\$ -	\$ 506,361

NORCOM
2019 BUDGET AMENDMENT
Exhibit A

OPERATING EXPENSE RESERVE (504)	2019 ADOPTED BUDGET	2019 ADJUSTMENT Increase/(Decrease)	2019 AMENDED BUDGET
Revenue:			
Beginning Fund Balance	\$ 120,068	\$ 30	\$ 120,098
Transfer In from Operations	-	-	-
Total Revenue	\$ 120,068	\$ 30	\$ 120,098
Expenditures:			
Transfer Out to Operations	-	-	-
Transfer Out to Capital Projects	-	-	-
Transfer Out to Rate Stabilization	-	-	-
Total Expenditures	\$ -	\$ -	\$ -
Revenues less Expenditures:	\$ 120,068	\$ 30	\$ 120,098

NORCOM
2019 BUDGET AMENDMENT
Exhibit A

E-9-1-1 ESCROW (505)	2019 ADOPTED BUDGET	2019 ADJUSTMENT Increase/(Decrease)	2019 AMENDED BUDGET
Revenue:			
Beginning Fund Balance	\$ 568,790	\$ -	\$ 568,790
E-911 Escrow Revenue	1,524,282	-	1,524,282
Total Revenue	\$ 2,093,072	\$ -	\$ 2,093,072
Expenditures:			
Transfer Out to Operations	1,524,282	-	1,524,282
Transfer Out to Capital Projects	-	-	-
Transfer Out to Rate Stabilization	-	-	-
Total Expenditures	\$ 1,524,282	\$ -	\$ 1,524,282
Revenues less Expenditures:	\$ 568,790	\$ -	\$ 568,790

NORCOM
2019 BUDGET AMENDMENT
Exhibit A

RATE STABILIZATION (506)	2019 ADOPTED BUDGET	2019 ADJUSTMENT Increase/(Decrease)	2019 AMENDED BUDGET
Revenue:			
Beginning Fund Balance	\$ 1,215,033	\$ 11,261	\$ 1,226,294
Transfers In	-	69,770	69,770
Total Revenue	\$ 1,215,033	\$ 81,031	\$ 1,296,064
Expenditures:			
Transfer Out to Operating Fund	-	-	-
Total Expenditures	\$ -	\$ -	\$ -
Revenues less Expenditures:	\$ 1,215,033	\$ 81,031	\$ 1,296,064



MEMORANDUM

To: Governing Board
From: Ron Tiedeman, IT Director
Date: 05/01/2019
Subject: Resolution 167: Tyler Technologies Annual Licensing and Software Support Maintenance Agreement

Executive Summary:

Authorize and approve the Executive Director to sign the 2019 Tyler Technologies annual support and maintenance agreement in an amount not to exceed \$392,111.20 plus tax. Tax is estimated to bring the cost to approximately \$431,322.32. Tyler will not submit invoice with tax until Agreement approved by Governing Board.

Background:

NORCOM utilizes Tyler Technologies "New World", computer-aided dispatch software and a suite of public safety software on a daily basis. From 2014 through 2018, the software support and maintenance agreement (SSMA) amounts were pre-determined by the terms of a "settlement agreement" between NORCOM and New World in 2014. In 2017, Tyler Technologies purchased New World and assumed responsibility for New World's obligations under the settlement agreement. Tyler completed all requirements of the Settlement Agreement in 2018 and NORCOM made the final closeout SSMA payment and other payment as required by that agreement in 2018. Beginning in 2019, NORCOM and Tyler are now back in the normal cadence of annual software support and maintenance agreements. The Board approved the 2019 budget which includes sufficient funds for the cost of the Tyler SSMA agreement.

Past Board or Other Related Actions:

The final stage of the settlement agreement was approved and paid in June of 2018. Due to the previous constraints within the settlement agreement, a predetermined and approved criteria was used to pay the support and maintenance. Now that the agreement is completed, we are entering into a new annual support and maintenance agreement. Annual support and maintenance agreements are standard in the industry.

Policy and Strategic Implications:

NORCOM utilizes Tyler Technologies computer-aided dispatch software to dispatch and enter related police information for 911 and related police calls and activities. The NORCOM police agencies also utilize the Tyler Technologies software in the field for mobile computer applications, state NCIC returns, messaging capabilities, law enforcement records, animal control, parking e-citations, and many more Tyler products to perform their duties daily. Approval of this support and maintenance will allow us to continue to receive updates, support, and maintenance of all those products.

NORCOM Staff Recommendation:

NORCOM Staff recommends the Governing Board approval of the 2019 Tyler Technologies Maintenance and support agreement, and fees associated.

Staff Comments:

The 2019 Tyler Technologies annual maintenance and support agreement is a standard software and service support agreement. The annual fees are in line with previous year's maintenance, and is critical for the success of NORCOM police and dispatch services guaranteeing first line support of all Tyler Technologies software in use by NORCOM and the agencies we serve.

Options

No alternative support options exist resulting in an approval or denial.

Risks

The greatest risk of not approving the annual support and maintenance renewal is discontinued Tyler support for police and dispatch software. As a result, software would not be supported, maintenance, security patches, and system updates would also cease resulting in serious officer risk and organization risk. NORCOM would have no alternative way to provide software support to resolve issues resulting in significant hourly fees for support through Tyler Technologies.

Finance Committee Review: Yes

The agreement and proforma of fees has been forwarded to the Finance Manager for review with the Finance Committee.

Legal Review: Yes

Foster Pepper has reviewed and approved as to form with no changes.

Joint Operations Board Review: No

This is an ongoing annual support renewal, and has come due prior to the next Joint Operations meeting.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2019

Account (s):

Fiscal Note:

Fiscal Impact:

The Tyler Support Services Maintenance agreement is an annually budgeted support agreement for Tyler software. The master agreement stipulates a maximum increase of 5% annually. The 2018 SSMA payment including tax was \$418,609. The 2019 total of approximately \$431,322.32 with tax represents a 3% increase over 2018. The standard range for increases in the industry range from 5% to 8%.

Attachments

Resolution 167 - 2019 Annual Software Licensing and Support Agreement - Tyler Technologies
Exhibit A to Resolution 167
NWS Base Settlement Agreement

Resolution 167

A RESOLUTION OF THE GOVERNING BOARD OF NORCOM
APPROVING THE
2019 ANNUAL LICENSING AND SOFTWARE SUPPORT
AGREEMENT FOR
TYLER TECHNOLOGIES' NEW WORLD CAD SOFTWARE

WHEREAS, NORCOM contracts with Tyler Technologies for law enforcement computer-aided dispatch software; and

WHEREAS, NORCOM contracts with Tyler Technologies for annual licensing and software support and has done so since its original contract for the software; and

WHEREAS, NORCOM's Governing Board approved and allocated sufficient funds in the 2019 budget for annual licensing and software support; and

NOW THEREFORE, BE IT RESOLVED by the Governing Board of NORCOM as follows:

Section 1. Authorization. The Board hereby authorizes the Executive Director to execute the Annual Licensing and Software Support Agreement with Tyler Technologies pursuant to the terms set forth in Exhibit A at a total cost of \$392,111.20 plus tax ("Agreement"). The Executive Director of NORCOM is hereby authorized to execute the Agreement with such modifications and revisions as determined to be necessary by the Executive Director and legal counsel to NORCOM.

Section 2. Further Authority; Prior Acts. All NORCOM officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption. Passed by a majority vote of the Governing Board in an open public meeting on this ____ day of _____, 2019.

Signed in authentication thereof on this ____ day of _____, 2019.

Chair

Attest: _____

Exhibit A
(see attached)



840 West Long Lake Road
Troy, MI 48098

P: 248.269.1000

www.tylertech.com

January 7, 2019

Mr. Ron Tiedeman
NORCOM
P.O. Box 50911
Bellevue, WA 98015

Dear Mr. Tiedeman,

Enclosed is the annual support agreement for the upcoming renewal period beginning **5/1/2019** that will apply to the New World software you have licensed.

You will note that this renewal form is different from the forms you may have received in the past. First, you will see that the agreement is with Tyler Technologies, Inc. As you may know, New World Systems merged into Tyler effective November 16, 2015.

Second, the enclosed form aligns you with the Tyler-wide practice of establishing one-year maintenance and support terms, which automatically renew on an annual basis. Fees are also set for all customers on an annual basis, based on Tyler's then-current rates. In future years, you will receive an invoice from us reflecting your fees, based on those rates. You will not receive a new form to complete and sign.

Now that New World is part of the Tyler family, we are taking this step to simplify the administration of your contract – a change we believe benefits us both. This change does not mean, though, that you are forever bound to a maintenance and support agreement with Tyler. If you choose to, you may terminate the agreement, effective as of the last date of the then-current term, by providing us at least ninety (90) days' notice of your intent to do so.

I ask that you sign and return the form to Dennis Kleinedler, Staff Accountant, Tyler Technologies, Inc., 840 West Long Lake Road, Troy, MI 48098. Please do not hesitate to contact Dennis at 248.269.1000 ext.1372 or dennis.kleinedler@tylertech.com with any questions or concerns. If Dennis is unavailable, or you prefer, you may also contact your Customer Care Manager.

Sincerely,

Abigail Diaz
Chief Legal Officer

Enclosure



Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World and Client are parties to an original agreement ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Agreement.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Agreement.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

Client: NORCOM, WA

By: _____

By: _____

Name: Greg Sebastian

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____



Exhibit 1

Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on 5/1/2019, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. Maintenance and Support Fees. Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 a) provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)

b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.
- In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:
- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1

Schedule A

Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Sales Order Acknowledgement

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Bill To : NORCOM, WA
 NORCOM, WA
 450 100th Avenue NE Floor 7
 Bellevue, WA 98004-
 United States

Attn : ATTN: Technology Manager

Ship To : NORCOM, WA
 NORCOM, WA
 450 100th Avenue NE Floor 7
 Bellevue, WA 98004-
 United States

Attn: ATTN: Technology Manager

Agreement ID : **Order Type :** Sales Order **Status :** Open **Hold Status :** N **Company :** 130 **Territory :** 032

Customer No	Customer PO #	Payment Terms	Ship Via	Sales Person	ASC606 Code 1
50127		Net 45	MISC		STD-MNT

Mnt	Seq	SKU Code/ Description/Commen	PSA Linked Status	Process	Lic Opt	Units	Users	Rate	Disc %	Total	DR	DR Hold	DR Templ Code	DR User Start Date	VSOE Book	Group	Rev	Rec	PB O/Ride	Status
N	1	NWPSLEACTIVEM		New Sale	N/A	1.00	1	3,170.96	0%	3,170.96	Y	N	STD	05/01/2019					Y	Open
		Additional New World Software for LE Records Standard Maintenance - Activity Reporting and Scheduling																		
N	2	NWPSLEALARM		New Sale	N/A	1.00	1	3,170.96	0%	3,170.96	Y	N	STD	05/01/2019					Y	Open
		Additional New World Software for LE Records Standard Maintenance - Alarm Tracking and Billing																		
N	3	NWPSAB2ASM		New Sale	N/A	1.00	1	14,268.80	0%	14,268.80	Y	N	STD	05/01/2019					Y	Open
		New World Analysis Base Four Application Maintenance																		
N	4	NWPSAVLCAD15M		New Sale	N/A	1.00	1	3,963.44	0%	3,963.44	Y	N	STD	05/01/2019					Y	Open
		New World Mobile on MSP Server Integration Standard Maintenance - AVL CAD Interface																		
N	5	NWPSAVLINTM		New Sale	N/A	1.00	1	3,963.44	0%	3,963.44	Y	N	STD	05/01/2019					Y	Open
		New World AVL Interface Standard Maintenance																		
N	6	NWPSMBNCIC15M		New Sale	N/A	1.00	1	37,098.88	0%	37,098.88	Y	N	STD	05/01/2019					Y	Open
		New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC																		
N	7	NWPSENTCADATOM		New Sale	N/A	1.00	1	3,488.16	0%	3,488.16	Y	N	STD	05/01/2019					Y	Open
		Additional New World Enterprise Standard Maintenance for CAD - CAD Auto Routing																		
N	8	NWPSENTCADAVLM		New Sale	N/A	1.00	1	3,488.16	0%	3,488.16	Y	N	STD	05/01/2019					Y	Open
		Additional New World Enterprise Standard Maintenance for CAD - CAD AVL																		
N	9	NWPSCADMAPMSPM		New Sale	N/A	1.00	1	3,488.16	0%	3,488.16	Y	N	STD	05/01/2019					Y	Open
		New World CAD Mapping Standard Maintenance																		
N	10	NWPS3ENTCADPGM		New Sale	N/A	1.00	1	3,488.16	0%	3,488.16	Y	N	STD	05/01/2019					Y	Open
		New World Enterprise Third Party Interface Standard Maintenance - CAD Paging Interface																		
N	11	NWPSLECRIMREGM		New Sale	N/A	1.00	1	3,170.96	0%	3,170.96	Y	N	STD	05/01/2019					Y	Open
		Additional New World Software for LE Records Standard Maintenance - Career Criminal Registry																		
N	12	NWPSLECASEMM		New Sale	N/A	1.00	1	3,170.96	0%	3,170.96	Y	N	STD	05/01/2019					Y	Open
		Additional New World Software for LE Records Standard Maintenance - Case Management																		
N	13	NWPS3LECITZNM		New Sale	N/A	1.00	1	4,755.92	0%	4,755.92	Y	N	STD	05/01/2019					Y	Open
		New World Third Party LE Records Interface Standard Maintenance - Citizen Reporting Interface																		
N	14	NWPSENTCMBCADM		New Sale	N/A	1.00	1	43,750.72	0%	43,750.72	Y	N	STD	05/01/2019					Y	Open
		New World Enterprise Combined LE/Fire/EMS CAD Standard Maintenance																		
N	15	NWPSCORRFSRMSPM		New Sale	N/A	1.00	1	2,853.76	0%	2,853.76	Y	N	STD	05/01/2019					Y	Open

Company	Order No.	Date	Page
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Attn: ATTN: Technology Manager

Customer No	Customer PO #	Payment Terms	Ship Via	Sales Person	ASC606 Code 1
50127		Net 45	MISC		STD-MNT

Mnt	Seq	SKU Code/ Description/Commen	PSA Linked Status	Process	Lic Opt	Units	Users	Rate	Disc %	Total	DR	DR Templ	DR User	VSOE	Group	Rev Rec	PB O/Ride	Status
		New World Corrections Compliance Federal & State Reporting MSP Standard Maintenance																
N	16	NWPSCORRBASEM		New Sale	N/A	1.00	1	10,305.36	0%	10,305.36	Y	N	STD			05/01/2019	Y	Open
		New World Corrections Management Standard Maintenance Base Package																
N	17	NWPSLEMDRVRM		New Sale	N/A	1.00	1	2,061.28	0%	2,061.28	Y	N	STD			05/01/2019	Y	Open
		New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Drivers Lic Mag Stripe Reader/Barcode Reader Interface																
N	18	NWPS3ENTE911M		New Sale	N/A	1.00	1	3,488.16	0%	3,488.16	Y	N	STD			05/01/2019	Y	Open
		New World Enterprise Third Party Interface Standard Maintenance - E-911 Interface																
N	19	NWPSLEEQUIPM		New Sale	N/A	1.00	1	3,963.44	0%	3,963.44	Y	N	STD			05/01/2019	Y	Open
		Additional New World Software for LE Records Standard Maintenance - Equipment Tracking																
N	20	NWPSLEFIELDM		New Sale	N/A	1.00	1	3,170.96	0%	3,170.96	Y	N	STD			05/01/2019	Y	Open
		Additional New World Software for LE Records Standard Maintenance - Field Investigations																
N	21	NWPSMFDRPDM15M		New Sale	N/A	1.00	1	1,188.72	0%	1,188.72	Y	N	STD			05/01/2019	Y	Open
		New World Mobile Management Server Standard Maintenance - Field Reporting Data Merge																
N	22	NWPSFDREPSVM		New Sale	N/A	1.00	1	4,755.92	0%	4,755.92	Y	N	STD			05/01/2019	Y	Open
		New World Field Reporting Server Standard Maintenance																
N	23	NWPSLEGUNM		New Sale	N/A	1.00	1	3,170.96	0%	3,170.96	Y	N	STD			05/01/2019	Y	Open
		Additional New World Software for LE Records Standard Maintenance - Gun Permits and Registrations																
N	24	NWPSLEMICMPM		New Sale	N/A	1.00	1	4,122.56	0%	4,122.56	Y	N	STD			05/01/2019	Y	Open
		New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping																
N	25	NWPSCORRINMATEM		New Sale	N/A	1.00	1	4,291.04	0%	4,291.04	Y	N	STD			05/01/2019	Y	Open
		Additional New World Standard Maintenance for Corrections Management - Inmate Movement Tracking Bar Coding																
N	26	NWPSLEMCADSWM		New Sale	N/A	1.00	1	7,729.28	0%	7,729.28	Y	N	STD			05/01/2019	Y	Open
		New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch																
N	27	NWPSLEFDRPM		New Sale	N/A	1.00	1	10,305.36	0%	10,305.36	Y	N	STD			05/01/2019	Y	Open
		New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting																
N	28	NWPSLEFDRPCMM		New Sale	N/A	1.00	1	2,061.28	0%	2,061.28	Y	N	STD			05/01/2019	Y	Open
		New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Compliance																
N	29	NWPSLEFEDM		New Sale	N/A	1.00	1	7,926.88	0%	7,926.88	Y	N	STD			05/01/2019	Y	Open
		New World Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR																

Sales Order Acknowledgement

Company	Order No.	Date	Page
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Bill To : NORCOM, WA
 NORCOM, WA
 450 100th Avenue NE Floor 7
 Bellevue, WA 98004-
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Attn : ATTN: Technology Manager

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 United States

Attn: ATTN: Technology Manager

Agreement ID : **Order Type :** Sales Order **Status :** Open **Hold Status :** N **Company :** 130 **Territory :** 032

Customer No	Customer PO #	Payment Terms	Ship Via	Sales Person	ASC606 Code 1
50127		Net 45	MISC		STD-MNT

Mnt	Seq	SKU Code/ Description/Commen	PSA Linked Status	Process	Lic Opt	Units	Users	Rate	Disc %	Total	DR	DR Hold	DR Templ Code	DR User Start Date	VSOE Book	Group	Rev	Rec	PB O/Ride	Status
N	30	NWPSMLTBASELEM New World Multi-Jurisdictional Base LE Records Standard Maintenance		New Sale	N/A	1.00	1	34,245.12	0%	34,245.12	Y	N	STD	05/01/2019					Y	Open
N	31	NWPSLEMCNICSWM New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Switch		New Sale	N/A	1.00	1	5,152.16	0%	5,152.16	Y	N	STD	05/01/2019					Y	Open
N	32	NWPS3CORRLIVEM New World Third Party Corrections Interface Standard Maintenance - Livescan Interface		New Sale	N/A	1.00	1	1,426.88	0%	1,426.88	Y	N	STD	05/01/2019					Y	Open
N	33	NWPSMDTMCT15M New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (1-15 units)		New Sale	N/A	1.00	1	6,182.80	0%	6,182.80	Y	N	STD	05/01/2019					Y	Open
N	34	NWPSLEMUPFDRPM New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - Mobile Upload of Field Reports		New Sale	N/A	1.00	1	6,182.80	0%	6,182.80	Y	N	STD	05/01/2019					Y	Open
N	35	NWPSMSPMB15M New World Mobile on MSP Server Integration Standard Maintenance - Mobile Upload Software		New Sale	N/A	1.00	1	12,683.84	0%	12,683.84	Y	N	STD	05/01/2019					Y	Open
N	36	NWPSLEMMUGM New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Mugshot Image Download		New Sale	N/A	1.00	1	2,061.28	0%	2,061.28	Y	N	STD	05/01/2019					Y	Open
N	37	NWPSAVLINTM New World AVL Interface Standard Maintenance		New Sale	N/A	1.00	1	7,134.40	0%	7,134.40	Y	N	STD	05/01/2019					Y	Open
N	38	NWPSRSCAD15M Additional New World Standard Maintenance for RS/6000 Message Switch - New World CAD Interface		New Sale	N/A	1.00	1	4,755.92	0%	4,755.92	Y	N	STD	05/01/2019					Y	Open
N	39	NWPS3ENTOLNCISM New World Enterprise Third Party Interface Standard Maintenance - On-Line CAD Interface to State/NCIC		New Sale	N/A	1.00	1	4,122.56	0%	4,122.56	Y	N	STD	05/01/2019					Y	Open
N	40	NWPS3LEOLGLBLM New World Third Party LE Records Interface Standard Maintenance - On-Line Global Subjects Interface to State/NCIC		New Sale	N/A	1.00	1	4,122.56	0%	4,122.56	Y	N	STD	05/01/2019					Y	Open
N	41	NWPS3LEOLPROPOM New World Third Party LE Records Interface Standard Maintenance - On-Line Property Checks Interface to State/NCIC		New Sale	N/A	1.00	1	4,122.56	0%	4,122.56	Y	N	STD	05/01/2019					Y	Open
N	42	NWPS3LEOLWNTM New World Third Party LE Records Interface Standard Maintenance - On-Line Wants and Warrants Interface to State/NCIC		New Sale	N/A	1.00	1	4,122.56	0%	4,122.56	Y	N	STD	05/01/2019					Y	Open
N	43	NWPSLEPROTECTM Additional New World Software for LE Records Standard Maintenance - Orders of Protection		New Sale	N/A	1.00	1	3,963.44	0%	3,963.44	Y	N	STD	05/01/2019					Y	Open
N	44	NWPSLEPROPOM		New Sale	N/A	1.00	1	3,170.96	0%	3,170.96	Y	N	STD	05/01/2019					Y	Open

Company	Order No.	Date	Page
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Attn: ATTN: Technology Manager

Customer No	Customer PO #	Payment Terms	Ship Via	Sales Person	ASC606 Code 1
50127		Net 45	MISC		STD-MNT

Mnt	Seq	SKU Code/ Description/Commen	PSA Linked Status	Process	Lic Opt	Units	Users	Rate	Disc %	Total	DR	DR Templ	DR User	VSOE	Group	Rev Rec	PB O/Ride	Status
		Additional New World Software for LE Records Standard Maintenance - Property Room Bar Coding																
N	45	NWPSIMLEPUBM		New Sale	N/A	1.00	1	12,049.44	0%	12,049.44	Y	N	STD			05/01/2019	Y	Open
		New World Imaging Standard Maintenance - LE Public Safety Lineups/Mug Shots																
N	46	NWPSENTCADHYDINM		New Sale	N/A	1.00	1	3,488.16	0%	3,488.16	Y	N	STD			05/01/2019	Y	Open
		Additional New World Enterprise Standard Maintenance for CAD - Service Vehicle Rotation																
N	47	NWPSSITELICM		New Sale	N/A	1.00	1	31,708.56	0%	31,708.56	Y	N	STD			05/01/2019	Y	Open
		New World Site License Standard Maintenance																
N	48	NWPS3LENWSNCICM		New Sale	N/A	1.00	1	7,926.88	0%	7,926.88	Y	N	STD			05/01/2019	Y	Open
		New World Third Party LE Records Interface Standard Maintenance - New World State/NCIC Interface																
N	49	NWPSSECTORAM		New Sale	N/A	1.00	1	2,889.12	0%	2,889.12	Y	N	STD			05/01/2019	Y	Open
		New World Law Enforcement Standard Maintenance - SECTOR Ticket/Accident Interface																
N	50	NWPS3LEOLPROTM		New Sale	N/A	1.00	1	5,045.04	0%	5,045.04	Y	N	STD			05/01/2019	Y	Open
		New World Third Party LE Records Interface Standard Maintenance - On-Line Orders of Protection Interface to State/NCIC																
N	51	NWPSLEDTAM10M		New Sale	N/A	1.00	1	5,962.32	0%	5,962.32	Y	N	STD			05/01/2019	Y	Open
		Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance																
N	52	NWPSDASHLEM		New Sale	N/A	1.00	1	6,420.96	0%	6,420.96	Y	N	STD			05/01/2019	Y	Open
		Dashboards for Law Enforcement Standard Maintenance																
N	53	NWPSLEFDINVRPM		New Sale	N/A	1.00	1	2,751.84	0%	2,751.84	Y	N	STD			05/01/2019	Y	Open
		New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - Field Investigation Field Reporting(1 Form)																
N	54	NWPSLEANIMALM		New Sale	N/A	1.00	1	4,586.40	0%	4,586.40	Y	N	STD			05/01/2019	Y	Open
		Additional New World Software for LE Records Standard Maintenance - Animal Tracking																
N	55	NWPS3LETCKTM		New Sale	N/A	1.00	1	0.00	0%	0.00	N	N					Y	Open
		New World Third Party LE Records Interface Standard Maintenance - Ticket Writer Interface																
N	56	NWPSCADNCICMSGM		New Sale	N/A	1.00	1	0.00	0%	0.00	N	N					Y	Open
		New World Base CAD/NCIC/Messaging Standard Maintenance																
N	57	NWPS3PTYMNT		New Sale	N/A	1.00	1	0.00	0%	0.00	N	N					Y	Open
		New World Third Party Maintenance - ArcGIS Advanced Enterprise Server Integration																
N	58	NWPS3PTYMNT		New Sale	N/A	1.00	1	0.00	0%	0.00	N	N					Y	Open
		New World Third Party Maintenance - ArcGIS Runtime Mobile In-Car																

Sales Order Acknowledgement

Company	Order No.	Date	Page
130	4842	4/15/2019	5 of 5

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Agreement ID : **Order Type :** Sales Order **Status :** Open **Hold Status :** N **Company :** 130 **Territory :** 032

Customer No	Customer PO #	Payment Terms	Ship Via	Sales Person	ASC606 Code 1
50127		Net 45	MISC		STD-MNT

Mnt	Seq	SKU Code/ Description/Commen	PSA Linked Status	Process	Lic Opt	Units	Users	Rate	Disc %	Total	DR	DR Templ Hold Code	DR User VSOE Start Date Book	Group	Rev Rec	PB O/Ride	Status
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Tax : 0.00

Currency Code : USD

Order Total : 392,111.20

SETTLEMENT AGREEMENT

1. AGREEMENT This Settlement Agreement ("Agreement") is entered into by and between North East King County Regional Public Safety Communications Agency, a Washington non-profit corporation ("NORCOM") and New World Systems Corporation, a Michigan corporation ("New World"). NORCOM and New World are each a "Party" and together the "Parties" to the Agreement. This Agreement includes the following Exhibits, attached and incorporated herein:

Exhibit 1: Mediator Proposal; and

Exhibit 2: Third Amendment to Licensed Products and Services Agreement ("Amendment").

The Parties agree as follows.

2. RECITALS

2.1 NORCOM owns and operates a regional emergency communications network serving police, fire and emergency medical responders in the North East King County, Washington community. In 2007, NORCOM called for proposals for an upgrade to certain software to assist NORCOM with dispatch, record keeping and other purposes.

2.2 In 2008, the contract for software was awarded to New World, and entered between NORCOM and New World: *Licensed Products and Services Agreement for an Integrated Public Safety Solution* ("Contract"). The Contract has been amended previously by Additional Service Agreements in 2009 and 2011. New World performance under the Contract is ongoing, and the Parties continue to work cooperatively toward Contract completion.

2.3 The Parties have pending disputes regarding the delivery of products and services under the Contract and the interpretation of the Contract as it relates to NORCOM's schedule for payments under the Contract ("Contract Payments") and ("SSMA Payments") under Exhibit C to the Contract: *the Standard Software Maintenance Agreement*. The Parties have advanced through Level 1 and Level 2 of the Dispute Resolution Process under Contract Section 13.0, regarding the dispute. The next step of the dispute resolution process would be litigation. Through mediation, the Parties determined to settle their disputes through the mutual acceptance of a proposal by the mediator (attached hereto as Exhibit 1).

2.4 In order to avoid further costs and the uncertainties of further process under the Contract dispute resolution process, including the cost and expense of litigation, the Parties hereby agree to settle and resolve their disputes over the Contract under this Agreement. This Agreement provides for the following: a revised Contract to reflect changes in the software licensed as well as the services to be provided by New World; new SSMA Payment schedule under the Contract; cash consideration paid from New World to NORCOM; as well as additional consideration.

2.5 By entering this Agreement, neither Party acknowledges the validity of any claim or defense of the other Party.

3. PAYMENT BY NEW WORLD Within thirty (30) calendar days of execution of this Agreement, New World shall remit payment to NORCOM in the amount of \$850,000.00.

4. REMOVAL OF ALL FIRE COMPONENTS UNDER THE CONTRACT

4.1 Upon execution of this Agreement and the Amendment, each Party shall be released from any obligation related to the Fire Software or Services under the Contract, to include the delivery of services, software and support of Fire components and the payment for same.

4.2 This Agreement shall also revise the Contract as described in Exhibit 2 to this Agreement.

5. DELIVERY, TESTING AND INSTALLATION OF RELEASE 10.2

5.1 New World shall deliver to NORCOM the Release 10.2 version of the Licensed Standard Software ("Release 10.2") no later than ten (10) business days after execution of this Agreement. For purposes of this Agreement, Release 10.2 means Release 10.2 or such release as is otherwise available from New World consistent with Contract, including Section 19.1 g).

5.2 NORCOM shall have sixty (60) calendar days from delivery of Release 10.2 to test and identify P1 and P2 software defects using the following Priority level system:

Priority 1 (Critical): An Error, Defect, Fault, Performance Degradation, Operation or Malfunction which renders the Licensed Standard Software unavailable or inoperative for all users or as to major modules; or results in loss or unavailability of data.

Priority 2 (Major): An Error, Defect, Fault, Performance Degradation, Operation or Malfunction which substantially degrades the performance of the Software, or precludes NORCOM's use of the Licensed Standard Software with no reasonable workaround; significant performance degradation is experienced; operations significantly impacted or disrupted; may impact many but not all users.

5.3 NORCOM shall identify alleged P1 and P2 defects and provide to New World in writing a detailed description of said defects, with examples, sufficient to allow New World the opportunity to assess, correct and remediate the defects. If requested by New World, NORCOM shall provide New World timely access to, and use of, NORCOM's staff and operations resources to clarify the nature of the alleged P1 and P2 defects. Should a dispute arise regarding the alleged defect or the remediation, the New World and NORCOM Project Managers shall resolve any dispute regarding the classification of a P1 or P2 defect and whether a defect is attributable to the Licensed Standard Software or some other non-software cause. If the Project Managers cannot agree, the matter shall be resolved under Agreement Section 14.

5.4 NORCOM shall put Release 10.2 into production no later than forty-five (45) calendar days after New World has completed remediation of the P1 and P2 defects identified by NORCOM as described in Agreement Sections 5.2 and 5.3. If Release 10.2 is not put into

production within forty-five (45) calendar days after remediation by New World, then NORCOM shall be required to make the payments described in Agreement Sections 6.2 and 6.3 upon expiration of said forty-five (45) day period.

6. CONTRACT PAYMENTS BY NORCOM

6.1 NORCOM shall pay New World \$264,000 representing sixty (60%) percent of the Contract's stated 2013-2014 SSMA payment no later than thirty (30) calendar days after delivery of Release 10.2 as described in Agreement Section 5.1.

6.2 Provided that none of the P1 or P2 defects identified in Agreement Sections 5.2 and 5.3 exist on the sixtieth (60th) day after Release 10.2 is put in production as described in Agreement Section 5.4, NORCOM shall remit \$176,000 (representing the remaining forty (40%) percent of the Contract's stated 2013-2014 SSMA payment). If the identified P1 or P2 defects remain unresolved on that date, then NORCOM shall remit payment for the remaining 40% (\$176,000) within seven (7) calendar days after New World completes remediation of those identified P1 or P2 defects.

6.3 Provided that no P1 or P2 defects identified in Agreement Sections 5.2 and 5.3 exist on the one-hundred twentieth (120th) day after the NORCOM payment described in Section 6.2 above, NORCOM shall pay a 2014-2015 SSMA payment in the amount of \$388,160. If the identified P1 or P2 defects remain unresolved on that date for the 2014-2015 SSMA payment, then NORCOM shall remit the 2014-2015 SSMA payment of \$388,160 within seven (7) calendar days after New World completes remediation of those identified P1 or P2 defects.

6.4 NORCOM shall remit the final Police Project Payment (payments for the remainder of the Police Software, Service Payment Task P29, and Service Payment for Police Final Acceptance under the Contract) totaling \$274,509 upon the completion of a final acceptance process to be defined by the NORCOM and New World Project Teams, which shall include a reconciliation of Exhibit Q to the Contract. The Parties agree to work expeditiously and engage in good-faith discussions concerning the reconciliation of Exhibit Q as well as the final acceptance process.

7. FURTHER SSMA PAYMENT SCHEDULE AND TERM NORCOM shall make further SSMA Payments to New World, and New World shall be obligated to perform consistent with the Contract, including Exhibit C, as follows:

SSMA TERM	AMOUNT	NORCOM PAYMENT
		DUE DATE
May 1, 2015-April 30, 2016	\$357,069	May 1, 2015
May 1, 2016-April 30, 2017	\$376,758	May 1, 2016

May 1, 2017-April 30, 2018	\$397,261	May 1, 2017
May 1, 2018-April 30, 2019	\$418,609	May 1, 2018

8. AGREEMENT APPLIES TO ALL EXPENSES It is expressly agreed and understood that this Agreement applies to, *inter alia*, all known or unknown expenses, fees, costs, expenses, and/or disbursements made and/or incurred to date by one or more of the Parties arising out of or in any way related to the dispute.

9. RESPONSIBILITY FOR TAXES The SSMA payment amounts under Agreement Sections 6 and 7 include applicable tax. Each Party shall continue to be responsible for the payment of taxes under the Contract.

10. RETAINED RIGHTS Except as otherwise set forth in this Agreement, NORCOM and New World each retains all rights a Party currently has or may have in the future (subject to the Contract and law) under the Contract.

11. CONSTRUCTION OF AGREEMENT This Agreement is a compromise of a disputed claim, and is the product of arms-length negotiations between the Parties. Each Party participated in the drafting of this Agreement and no construction of the Agreement shall be based on the origination or drafting of the Agreement. Neither the execution of this Agreement nor the provision of any consideration pursuant to this Agreement is intended as an admission of any liability or responsibility at any time or for any purpose whatsoever. This Agreement is entered into to avoid the costs and expenses of actual and potential litigation and is not construed as an admission of any insurance coverage, liability, error, omission, wrongdoing, misconduct, or breach of any contractual, common law or statutory duty.

12. SETTLEMENT This Agreement terminates the current dispute resolution process and there is no other dispute that has advanced to the dispute resolution process. This Agreement shall fall within the protection provided by FRE 408 of the Federal Rule of Evidence or ER 408 of the Washington Supreme Court Rules of Evidence, and Chapter 7.04A RCW. The existence of this Agreement, and terms hereof, and any acts or omissions related thereto, shall not be used by way of discovery, evidence, offer of proof, or otherwise, except in any action or proceeding to enforce or defend the terms of this Agreement.

13. WARRANTY OF AUTHORITY The Parties acknowledge and warrant that they have been represented by independent legal counsel of their choice throughout all negotiations that preceded the execution of this Agreement. The Parties, having been fully advised as to the legal effect of this Agreement, have executed this instrument freely and voluntarily for the purpose set forth herein. The person signing this Agreement on behalf of each Party warrants that he or she has the authority to sign the Agreement and thereby to bind that Party.

14. DISPUTE RESOLUTION

14.1 Any dispute arising out of the interpretation or application of this Agreement, including performance of obligations under this Agreement, shall be subject to binding arbitration before the Honorable Judge James J. Rashid, Judicial Resource Services P.C., or other arbitrator mutually acceptable to the Parties. In the event an arbitration hearing is required, any such proceeding shall be subject to AAA Commercial Arbitration Rules or as otherwise determined by the Arbitrator. If arbitration is selected by either party, the Parties shall employ all reasonable methods to save on arbitration expense and travel costs. These methods may include teleconferences with the arbitrator, the timely exchange of documents, and submission of legal briefs based upon the complexity of the dispute submitted. To the extent required, arbitration hearings shall be conducted in Seattle or Bellevue, Washington.

14.2 In the event the Parties disagree whether a dispute is subject to Agreement Section 14.1 or subsequently arises under Contract Section 13, the jurisdiction over a dispute shall be determined under Agreement Section 14.1.

15. **COUNTERPARTS AND EXECUTION** This Agreement may be executed in counterparts, in which case all such counterparts shall constitute one and the same Agreement. IT IS SO AGREED, effective as of the last date of signature indicated below.

NORCOM

North East King County Regional
Public Safety Communications Agency

Name: _____
Title: _____
Dated: June __, 2014

NEW WORLD

New World Systems Corporation



Name: LARRY D. LEINWEBER
Title: PRESIDENT
Dated: June 16, 2014

Exhibit 1



Judicial Resource Services PC

Facilitation - Mediation

James J. Rashid
Circuit Judge, Retired

28800 8 Mile Road, Suite 111
Farmington Hills, MI 48336

T: 248-888-9922
F: 248-888-9955

www.JRSADR.com
Dates@JRSADR.com

VIA FAX AND EMAIL

PLEASE NOTE THIS FAX IS BEING SENT TO THE MULTIPLE OFFICES IDENTIFIED
SIMULTANEOUSLY. IF YOU RECEIVE THIS IN ERROR PLEASE CALL 248-888-9922

IMMEDIATE ATTENTION REQUESTED CONFIDENTIAL SETTLEMENT PROPOSAL

3-10-14

To: BRYAN K. PROCTOR FAX # 248-434-3003

P. STEPHEN DI JULIO FAX # 206-749-1927

FROM: James J. Rashid
Judicial Resource Services PC

RE: NORCOM and NEW WORLD SYSTEMS
PRE SUIT - DISPUTE RESOLUTION
Our file # 4618

It is my understanding that you have agreed to the process I proposed at the conclusion of our mediation session on March 3, 2014. I am therefore proposing a settlement which I believe should be difficult for both sides to turn down with the understanding that you will respond to me with a "YES" or "NO" to the proposal. I will not disclose the responses unless both are "YES" except to advise that the case is not settled. As I explained, this protects the "YES" answer. You have also agreed that any numbers discussed during our session and this proposal shall remain confidential, except as required by law.

After reading your summaries and conducting this mediation session I believe this should be a difficult proposal for both sides to turn down for a host of reasons too numerous to detail here. Suffice it to say that I am convinced that both sides will be equally unhappy with this proposal and that it represents significant compromise by everyone - THE CLASSIC DEFINITION OF A GOOD SETTLEMENT.

I respectfully propose a settlement of the claims between the parties as set forth on the attached PAGE 2.

PLEASE RESPOND TO THE PROPOSAL WITH A "YES" or a "NO" NO LATER THAN CLOSE OF BUSINESS ON MONDAY MARCH 17, 2014. PLEASE CALL, EMAIL AND FAX YOUR RESPONSE TO ME BY THAT TIME.

I look forward to hearing from you no later than MONDAY MARCH 17, 2014. Thank you for the opportunity to be of service in this case.



Judicial Resource Services PC

Facilitation - Mediation

28800 8 Mile Road, Suite 111
Farmington Hills, MI 48336

T: 248-888-9922
F: 248-888-9955

James J. Rashid
Circuit Judge, Retired

www.JRSADR.com
Dates@JRSADR.com

VIA FAX AND EMAIL

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SIMULTANEOUSLY. IF YOU RECEIVE THIS IN ERROR PLEASE CALL 248-888-9922

IMMEDIATE ATTENTION REQUESTED CONFIDENTIAL SETTLEMENT PROPOSAL

PAGE 2 OF 2

3-10-14

To: BRYAN K. PROCTOR FAX # 248-434-3003

P. STEPHEN DI JULIO FAX # 206-749-1927

FROM: James J. Rashid
Judicial Resource Services PC

RE: NORCOM and NEW WORLD SYSTEMS
PRE SUIT - DISPUTE RESOLUTION
Our file # 4618

I respectfully propose the following settlement:

1. NWS pay \$850,000 to NORCOM upon execution of the settlement agreement, relieving the parties of any further contractual obligations concerning the "FIRE" aspects of the project.
2. NWS deliver 10.2 forthwith but no later than 10 business days after execution of the Settlement agreement.
3. NORCOM pay NWS 60% of 2013 SSMA (\$264,000) no later than 30 days after delivery of 10.2.
4. NORCOM will have 60 days from delivery of 10.2 to test and identify any problems using the "PRIORITY" or "P" system previously adopted and utilized by the parties.
5. NORCOM will put 10.2 in production no later than 45 days after NWS has completed remediation of all P1's and P2's.
6. Provided that no P1's or P2's exist 60 days after 10.2 is put in production, NORCOM will pay the remaining 40% of the 2013 SSMA payment (\$176,000). If P1's or P2's remain unresolved on that date, NORCOM will make the payment within 7 days after NWS has completed remediation of all P1's and P2's.
7. Provided that no P1's or P2's exist 120 days after the NORCOM payment set forth in # 6 above, NORCOM will pay the 2014 SSMA payment (\$388,160). If P1's or P2's remain unresolved on that date, NORCOM will make the payment within 7 days after NWS has completed remediation of all P1's and P2's.
8. NORCOM will pay annual SSMA payments (includes tax) as follows:

-5/1/15 to 4/30/16: \$357,069	-5/1/16 to 4/30/17: \$376,758
-5/1/17 to 4/30/18: \$397,261	-5/1/18 to 4/30/19: \$418,609
9. Police Project Payment of \$274,509 to be paid upon final acceptance by NORCOM after verification that all requirements of the Agreement have been met or waived. This contemplates that the parties will exercise reasonable and good faith efforts to discuss and reach agreement on the items listed in Exhibit Q.
10. I would also propose in the interests of reaching finality that any disputes concerning the language of the settlement agreement will be submitted to James J. Rashid for binding Arbitration.

PAGE 2 OF 2

Exhibit 2

THIRD AMENDMENT TO LICENSED PRODUCTS AND SERVICES AGREEMENT

1. AMENDED AGREEMENT. This Third Amendment to the Licensed Products and Services Agreement (“**Amendment**”) is entered into on the Effective Date by and between New World Systems Corporation, a corporation organized and existing under the laws of the State of Michigan (“**New World**”) and North East King County Regional Public Safety Communication Agency, a Washington not for profit corporation and instrumentality of its member governments (“**NORCOM**”). New World and NORCOM are each a “Party” and collectively the “Parties” to this Amendment. The Parties agree as follows.

2. RECITALS.

2.1 The Parties entered a Licensed Products and Services Agreement dated December 10, 2008 (the “**License Agreement**”). New World licensed to NORCOM certain software (the “**Licensed Software**”), including Aegis® CAD Enterprise.NET; Aegis® Law Enforcement Records Software; Aegis® Public Interface Software; and others. The Licensed Software is more particularly described in the License Agreement.

2.2 The Parties previously amended the License Agreement by executing an Additional Services Agreement modifying Exhibit F, dated November 13, 2009 (“**First Amendment**”), and by executing an Additional Services Agreement adding a new Exhibit AA and modifying Exhibits B and G, dated August 1, 2011 (“**Second Amendment**”).

2.3 NORCOM and New World entered into a Settlement Agreement to address certain issues arising out of the License Agreement. This Amendment is entered into pursuant to the Settlement Agreement.

2.4 The Parties agree to amend the License Agreement to remove all references to fire and emergency medical services software.

2.5 The License Agreement, the First Amendment and the Second Amendment (collectively referred to herein as the “License Agreement”) is amended as set forth in this Amendment. Capitalized terms used in this Amendment and not defined in this Amendment shall have the meanings given to them in the License Agreement.

3. FIRE AND EMERGENCY MEDICAL SERVICES SOFTWARE. All references in the License Agreement to fire and emergency medical services software, including, but not limited to License Agreement Exhibit H “Fire Dispatching Standard Software Enhancements,” are hereby deleted and of no further force and effect.

4. SETTLEMENT OF DISPUTE. As partial consideration for this Amendment, the Parties have entered into the Settlement Agreement, the terms of which are incorporated in this Amendment, dated June 13, 2014 and attached as Exhibit 1 (“**Settlement Agreement**”). The Parties will exercise reasonable and good faith efforts to discuss and reach agreement on the items listed in Exhibit Q.

5. **DEFINITIONS.** The following defined terms in the License Agreement are amended to read as follows:

30. **Go Live** – The event occurring when NORCOM first uses the Licensed Standard Software for its operation, which event shall not occur until the Parties complete the testing outlined in this Agreement. Separate Go Live may take place for each phase of the Licensed Standard Software and for each modification. The decision of whether to have separate Go Live events is at the sole discretion of NORCOM, subject to Settlement Agreement.

42. **Live Operations** – The use of a Delivered, installed, configured and Acceptance Tested or Phase of the System provided under this Agreement as the primary means of performing the function of the System applicable to such Phase for a period of at least sixty (60) continuous days. Live Operations shall not occur until such time as NORCOM has notified New World it has accepted the Licensed Software, subject to Settlement Agreement.

6. **COSTS FOR SERVICES AND EQUIPMENT –SECTION 7.1.** The Purchase Price of the Licensed Software is amended as set forth in the Settlement Agreement.

7. **DISPUTE RESOLUTION – SECTION 13.** In the event of a dispute or controversy between the parties, Paragraph 13 shall continue to apply except as provided in the Settlement Agreement.

8. **NOTICES – SECTION 16.** The addresses for notices required under this Agreement are modified as follows:

NORCOM
Attention: Executive Director
Bellevue City Hall
P. O. Box 50911
Bellevue, WA 5091
FAX: (425) 577-5701

Copy to: NORCOM
Attention: Secretary
Bellevue City Hall
P. O. Box 50911
Bellevue, WA 50911
FAX: (425) 577-5701

New World Systems Corporation
Attention: Larry D. Leinweber,
President
888 West Big Beaver Road
Suite 600
Troy, MI 48084
FAX: (248) 269-1170

9. **SOFTWARE ESCROW –SECTION 17.16.** Escrow is maintained consistent with License Agreement Section 17.16.

10. FEES. The license and maintenance fees under the License Agreement, including Exhibits AA and A thereto are modified by the Settlement Agreement.

11. MOBILE DEVICES. All references in the License Agreement to Computers, workstations or similar terms shall also be defined to include "Mobile Devices," which means laptops, smartphones, notebooks, pads and similar battery-powered mobile computing devices.

12. EXHIBIT A - INCLUDED AGENCIES. The Site License for 1,500 users included in License Agreement Exhibit A, Licensed Software, at page A8, includes the following agencies as authorized users:

1. City of Bellevue
2. City of Bothell ~~Fire and EMS Department~~
3. City of Clyde Hill
4. City of Kirkland
5. City of Medina
6. City of Mercer Island
7. City of Redmond ~~Fire Department~~
8. City of Snoqualmie
9. ~~Duvall Fire District 45~~
10. ~~Eastside Fire and Rescue~~
11. ~~Fall City Fire District 27~~
12. ~~Northshore Fire District~~
13. ~~Shoreline Fire Department~~
14. ~~Snoqualmie Pass Fire Department~~
15. ~~Woodinville Fire and Life Safety~~
16. *Other Agencies as may be added by NORCOM and approved by New World which do not exceed the site license of 1500 Users.*

The references to "Costs" in Exhibit A are controlled by the Settlement Agreement and this Amendment.

13. EXHIBIT A - LICENSED STANDARD SOFTWARE. The Licensed Standard Software listed in Exhibit A to the License Agreement is modified as set out in Exhibit A to this Amendment and represents the current software delivered or deliverable by New World for NORCOM.

14. EXHIBIT C

14.1. SECTION 4. Exhibit C, Section 4 shall apply except as modified by the Settlement Agreement.

14.2. SECTION 6. Exhibit C, Section 6 shall apply except as modified as follows.

14.2.1. Consistent with the Settlement Agreement, the following identity of “Priorities” apply to the License Agreement:

Priority (“P”) 1 – 4 are identified as an Error, Defect, Fault, Performance Degradation, Operation or Malfunction that

Priority 1 (Critical): renders the Licensed Standard Software unavailable or inoperative for all users or as to major modules; or results in loss or unavailability of data;

Priority 2 (Major): substantially degrades the performance of the Software, or precludes NORCOM’s use of the Licensed Standard Software with no reasonable workaround; significant performance degradation is experienced; operations significantly impacted or disrupted; may impact many but not all users;

Priority 3 (Important): a non-critical functionality is impacted with an acceptable workaround or solution exists but is not ideal or preferred; Part of the site is unavailable or inaccessible but it does not result in disruption of operations. These issues will be resolved in subsequent releases according to the provisions of this Exhibit C and

Priority 4 (Desirable): are cosmetic or usability changes; issues related to application behavior and appearance that do not compromise function, such as display characteristics of colors, labels, text, language, placement, or punctuation changes. These issues will be prioritized for subsequent releases according to the provisions of this Exhibit C.

14.2.2. The completion of any P-1 or P-2 Error, Defect, Fault, Performance Degradation, Operation or Malfunction required under Section 6 of Exhibit C shall be as follows:

Priority 1 shall be resolved within one (1) day or less; and

Priority 2 shall be resolved within five (5) business days or less.

14.2.3. The contact information for New World management is updated as follows:

Aegis Product Manager, currently Erin Miller

Vice President of Aegis Solution Consulting, currently Brian Leary

Vice President of Aegis Public Safety Operation, currently Sandro Viselli

14.3. SECTION 8. Exhibit C, Section 8 shall apply except as modified as follows.

New World agrees to provide software maintenance at the costs listed below, as modified by the Settlement Agreement, for the New World Licensed Standard Software packages as described in detail in Exhibit A to this Amendment.

24/7 Annual Maintenance Cost (5-Year Plan, Billed Annually)

Warranty Period	Police SSMA 365 Days: Begins at Installation	Fire SSMA Ends at Final Acceptance of Fire / EMS	TOTAL
Year 1	\$356,532	\$89,133	\$445,665
Year 2	\$372,532	\$93,133	\$465,665
Year 3	\$388,532	\$97,133	\$485,665
Year 4	\$404,532	\$101,133	\$505,665
Year 5	\$404,532	\$101,133	\$505,665

See Settlement Agreement.

15. EXHIBIT F –DATA FILE CONVERSIONS (as revised by the First Amendment). New World will complete the conversion of Bellevue PD’s existing data files for use with the License Software at no further cost to NORCOM.

16. EXHIBIT J – ACCEPTANCE TESTING. Acceptance testing shall be completed per the requirements of the Settlement Agreement.

17. EXHIBIT L – STATEMENT OF WORK. All reference to Fire-related tasks (referenced as “Task #F_”), including Fire Project, Fire Software, Fire Data Conversion and all of Task #21, are removed from Exhibit L.

18. EXHIBIT Q. See Settlement Agreement.

19. NO OTHER CHANGES. Except as expressly modified or amended by this Amendment or the Settlement Agreement, all of the terms and conditions of the License Agreement shall remain unchanged and in full force and effect. To the extent any of the terms or conditions of the License Agreement conflict with any of the terms or conditions of this Amendment, this Amendment shall control.

25. MISCELLANEOUS. There are no oral or side agreements between New World and NORCOM affecting this Amendment; and this Amendment contains the entire agreement of the parties with respect to the subject matter herein contained. This Amendment may not be modified or amended except by a writing executed by New World and NORCOM. This Amendment may be executed in counterparts, all of which shall constitute one and the same agreement. This Amendment shall be governed by and construed according to the laws of the State of Washington.

26. EFFECTIVE DATE. This Third Amendment shall take effect and be in force upon execution of the Settlement Agreement and this Amendment. The Effective Date shall be the date of the last signature, below.

ACKNOWLEDGED AND AGREED TO

BY:

**NEW WORLD SYSTEMS®
CORPORATION**
(New World)

**NORTH EAST KING COUNTY
REGIONAL PUBLIC SAFETY
COMMUNICATION AGENCY
(NORCOM)**

By: _____


Larry D. Leinweber, President

By: _____

Tom Orr, Executive Director

Date: _____

06-16-14

Date: _____

EXHIBIT A – LICENSED STANDARD SOFTWARE AND FEES – June 2014

1. License Fee for Licensed Standard Software And Documentation:

Application Package

A. STANDARD APPLICATION SOFTWARE ^{1,2,3,4}		
ITEM	DESCRIPTION	COST

CAD

1. **Aegis/MSP Combined Multi-Jurisdiction LE/~~Fire~~/EMS CAD**

- LE/~~Fire~~/EMS CAD Enterprise.NET
- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Geo-File Verification
- Hazard and Location Alerts
- Hydrant Inventory
- Access to Aegis/MSP LE Records
- ~~Access to Aegis/MSP Fire Records~~
- Note Pads
- Rip-N-Run Remote Printing
- Run Cards
- Tone Alerts

2. **Additional Aegis/MSP Software for Computer Aided Dispatch⁵**

- CAD Mapping
- CAD Auto Routing
- Service Vehicle Rotation (Wrecker, Ambulance)
- CAD Mapping Enterprise.NET
- CAD Auto Routing Enterprise.NET
- CAD AVL Enterprise.NET
- Service Vehicle Rotation Enterprise.NET

3. **Aegis/MSP Third Party CAD Interface Software⁵**

- CAD Pager Interface
(supports Pagemaster, SNMP-based product, Zetron 2200,

- Orbacom)
- E-911 Interface⁶
- Pictometry Interface
- Netclock Serial Interface

LAW ENFORCEMENT RECORDS

4. Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records

- Base
- Accidents Module
- Arrest Module
- Business Registry Module
- Case Processing Module
- Computer Aided Investigations Module
- Federal Reports (UCR/IBR) Module
- Geo-File Verification Module
- Impounded Vehicles Module
- Incident Tracking Module
- Jacket Processing Module
- Personnel/Education Module
- Property Module
- Traffic Tickets and Citations Module
- Wants and Warrants Module

5. Aegis/MSP Federal and State Compliance Reporting for LE Records

- Federal UCR/IBR

6. Additional Aegis/MSP Software for Law Enforcement Records

- Activity Reporting and Scheduling
- Alarm Tracking and Billing
- Career Criminal Registry (parolee, sex offender)
- Case Management
- Equipment Tracking
- Field Investigations
- Gang Tracking
- Gun Permits and Registrations
- Narcotics Management
- Orders of Protection
- Pawn Shops
- Property Room Bar Coding

7. — ~~Aegis/MSP Fire Records Software Base Package~~

- ~~-Activity Reporting and Scheduling~~
- ~~-Investigations~~
- ~~-Business Registry~~
- ~~-Hazardous Materials~~
- ~~-Geo-File Verification~~
- ~~-Hydrant Inventory and Inspections~~
- ~~-Incident Tracking~~
- ~~-Inspection Tracking~~
- ~~-Personnel/Education~~
- ~~-Pre-plans~~
- ~~-Station Activity Log~~
- ~~-BLS/ALS~~

8. — ~~Federal and State Compliance Reporting for Fire Records~~

- ~~-State/NFIRS 5.0 Electronic Reporting~~

9. — ~~Additional Aegis/MSP Software for Fire Records~~

- ~~-Equipment Tracking and Maintenance~~
- ~~-Fire Permits~~
- ~~-Inventory~~
- ~~-Vehicle Tracking and Maintenance~~



CORRECTIONS

10. Aegis/MSP Corrections Management Software Base Package

- Base
- Aegis/MSP LE Records Interface
- Bookings Module
- Custody Module
- Incident Tracking
- Inmate Property Tracking Module
- Inmate Classification Module
- Inmate Housing
- Mass Move
- Inmate Scheduling and Tracking
- Inmate Contacts (visitor, mail, phone, emergency)
- Inmate Programs (courses)
- Inmate Activity Log
- Trustee
- Case Management
- Corrections Officer Log
- Finance Management (inmate, facility)
- Jacket Processing
- Business Registry
- Personnel/Education
- Geofile Verification

11. Aegis/MSP Federal & State Compliance Reporting for Corrections

Included up to 4 reports

- Base
- Federal and State Corrections Reporting
- FBI Fingerprint Card Module
- State Fingerprint Card Module

12. Additional Aegis/MSP Software for Corrections Management

- Officer Activity Reporting and Scheduling

13. Aegis/MSP Third Party Corrections Interface Software⁵

- Livescan Interface
(supports Comnetix, identix, CrossMatch, Printrak, Sagem Morpho, Cogent)



ADDITIONAL PUBLIC SAFETY SOFTWARE

- 14. Aegis/MSP Public Safety State/NCIC Interface Software⁷**
- Aegis/MSP State/NCIC Interface

Includes 12 - 15 screens

On-Line Modules - Includes 4 state inquiry screens
- On-Line CAD Interface to State/NCIC
- On-Line Property Checks Interface to State/NCIC
- On-Line Wants and Warrants Interface to State/NCIC
- On-Line Global Subjects Interface to State/NCIC
- On-Line Pawn Shop Check Interface to State/NCIC
- CAD Pager Interface Enterprise.NET
- E-911 Interface Enterprise.NET
- Citizens Reporting Interface MSP

- 15. Aegis/MSP Data Analysis/Crime Mapping/Management Reporting**

- Base with ~~Four~~ Three Applications
(CAD, LE Records, ~~Fire Records~~, Corrections)

- 16. Aegis/MSP Imaging Software**
- Public Safety Lineups/Mug Shots⁸
- Digital Imaging⁹
- ID Badges⁵

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000¹⁰

- 17. Base Message Switch to State/NCIC (301-500 units)**
- Base Message Switch for MDT/MCT
- RS/6000 State/NCIC Interface
- Base Message Switch to NCIC
- AVL Interface
- 18. Additional Aegis® Software for RS/6000 Message Switch**
- New World CAD Interface for Aegis MSP (301-500 units)
- Mobile Upload Software (301-500 units)¹¹

MOBILE SOFTWARE ON THE MSP Server

- 19. Aegis® Mobile Integration Software**
- MDT/MCT Base CAD/RMS Interface (301-500 units)

MOBILE MANAGEMENT SERVER

- 20. Aegis/MSP Mobile Management Server Software (301-500 units)**
- Field Reporting Server 500 User(s)
- Field Reporting Data Merge 500 User(s)
- Base CAD/NCIC/Messaging 500 User(s)
- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

CLIENT SOFTWARE

- 21. Aegis® Law Enforcement Mobile Unit Software (130 Units)**

Mobile Messaging

LE State/NCIC via Switch⁷

LE CAD via Switch

Drivers License Mag Strip Reader/Barcode Reader
Interface¹²

Mugshot Image Download

In-Car Mapping

In-Car Routing

New World AVL

Field-Based Reporting 130 Units)

LE Field Reporting (Federal Standards)

The following 4 New World Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following New World Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

MCT Ticket Writer Interface

- 22. ~~Aegis® Fire Mobile Unit Software~~**
~~Fire CAD via Switch~~
~~Fire Field Reporting (NFIRS Standards)~~
~~Includes NFIRS Incident (1 form)~~
~~In-Car Mapping~~
~~In-Car Routing~~
Aegis® ESRI Embedded Applications
- Mobile In-Car Mapping Integration - 150 User(s)
- ArcGIS Standard Enterprise Server Integration
- [REDACTED]

AEGIS JUSTICE LINK (AJL) OPTIONS^{13,14}

- 23. Aegis Justice Link Interface Server at a New World Site (MSP or 400)**
- One AJL Interface Server can support multiple GJXML interfaces, except for Consolidated Searches.
- JL Interface Operability Engine
- [REDACTED]

- 24. Site License for 1500 Workstations**
- [REDACTED]

Note: Other than for Mobile Software, a Site License of up to 1500 users is included for the Exhibit A Licensed Standard Software. The Site License includes the following agencies as authorized users:

1. City of Bellevue
2. City of Bothell Fire and EMS Department
3. City of Clyde Hill
4. City of Kirkland
5. City of Medina
6. City of Mercer Island
7. City of Redmond Fire Department
8. City of Snoqualmie
9. City of Duvall
10. ~~Eastside Fire and Rescue~~
11. City of Fall City
12. ~~Northshore Fire District~~
13. ~~Shoreline Fire Department~~
14. ~~Snoqualmie Pass Fire Department~~
15. ~~Woodinville Fire and Life Safety~~
16. *Other Agencies as may be added by NORCOM and approved by New World which do not exceed the site license of 1500 Users.*

ENDNOTES

- 1 *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows 2000 or XP is the required operating system for all client machines. Windows 2003 Server and SQL Server 2000/2005 are required for the Application and Database Server(s).*
- 2 *New World Systems MSP product requires Microsoft Windows 2003 Server and SQL Server 2000/2005 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- 3 *New World Systems MSP product requires Microsoft Word and Excel Version 2007 installed on each Personal Computer.*
- 4 *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time, and is not recommended by New World. Further consultation and evaluation of Customer's network requirements will be completed by New World.*
- 5 *Does not include any required third party hardware or software unless specified in Appendix 1 of this Agreement.*
- 6 *May require a "Serial-to-Ethernet" converter for multiple PSAPs (not included in this proposal).*
- 7 *NORCOM is responsible for obtaining the necessary Washington State approval and any hardware and software required by Washington State. New World will review the Washington State requirements and will support Customer with design, configuration and implementation.*
- 8 *Requires Pentium PC, Twain 32 Compliant Digital Freeze Frame Video Camera or Digital Camera supplied by NORCOM.*
- 9 *Requires Pentium PC, Twain 32 Compliant flatbed scanner supplied by NORCOM.*
- 10 *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11 and Electrocom Mobile Communication solutions only.*
- 11 *The Mobile Upload software provides for the automated upload of New World's Law Enforcement Field Reporting data over NORCOM's mobile data network. NORCOM is responsible for obtaining from their mobile vendors, the written definition and documentation of the optimal (mobile message) record size to upload laptop data over the mobile network to be used. This definition must be received within thirty (30) days of this Agreement being executed.*
- 12 *NORCOM must provide magnetic stripe encoding format. Also, pricing does not include required 3rd party equipment or hardware such as the driver's license magnetic stripe reader equipment, cables, software drivers, etc.*
- 13 *New World State Compliance software (i.e., Accidents, etc.) is required for AJL interfaces to LERMS and/or Corrections.*

- 14 *All third party software or third party databases interfacing with AJL Server must present data in a GJXML /GJXDM format.*
- 15 *Prices assume that all software is licensed.*
- 16 *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

2. License Fee Payment Schedule for Licensed Standard Software and Documentation

The payments for Licensed Standard Software are covered under the Cost Summary and Payment Schedule in Exhibit AA.

ALL PAYMENTS ARE DUE WITHIN FORTY-FIVE (45) DAYS AFTER RECEIPT OF INVOICE by NORCOM, except as provided in Settlement Agreement