

SPECIAL CALL MEETING
MONTGOMERY COUNTY
EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT BOARD

JANUARY 19, 2016

AGENDA

Call to Order: Immediately following the Formal Session of the County Commission

Presentation of the Minutes of the Special Call Meeting of September 21, 2015

BUSINESS:

- 1. Consider Ratification of Master Services Agreement and Statements of Work with Nitorco, Inc., for the Implementation and Enhancement of Law Enforcement Software, Sheriff's Office**

ADJOURN

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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AGENDA

JAN 19 2016

January 14, 2016

MEMORANDUM

TO: Emergency Management Communications District Board

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Ratification of Master Services Agreement and Statements of Work
with Nitorco, Inc.

On November 22, 2010, the Montgomery County Commission approved a Master Services Agreement and two Statements of Work with Nitorco, Inc., for the implementation and enhancement of law enforcement software. A copy of the minutes is attached.

On January 19, 2016, the Montgomery County Commission has placed on the agenda authorization of an additional Statement of Work to the Master Services Agreement with Nitorco, Inc., for the implementation and enhancement of law enforcement software.

Sheriff Derrick Cunningham has requested for the Emergency Management Communications District Board to pay a portion of the cost associated with the Master Services Agreement and three related Statements of Work approved by the County Commission as mentioned above. In light of the Sheriff's request, I am asking that the Board ratify the Master Services Agreement and Statements of Work with Nitorco, Inc., for the implementation and enhancement of law enforcement software.

DLM/tn

Attachments



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

JAN 19 2016

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

TO : Mr. Donnie Mims
Montgomery County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

DATE : December 29, 2015

SUBJECT: Nitorco, Inc. Master Service Agreement (MSA) and SOW

Mr. Mims, after having a brief discussion with our IT Department in reference to our Nitorco Master Service Agreement I am in agreement with Director Lalacci in reference to the statement of work to be performed by Nitorco. The total cost of this project is \$479,000.00 which will be broken down into three years of where we will just be paying for the phases of work being done during that year. I have really been impressed with the work from Nitorco. We started out with NEC which forfeited on their bid agreement which the County had signed a contract for over a million dollars. As you can see, the price of the Nitorco system is much cheaper and is customized to our agency. Also, it's easy for us to get them to make changes and corrections without being billed or charged an outrageous price.

I am asking that this be placed on the next briefing agenda and to be followed up being place on the next County Commission meeting to be approved.

Thank you for your consideration.

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MONTGOMERY, ALABAMA 36104

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Interoffice Memo

Date: December 28, 2015

To: Donnie Mims

Cc: Sheriff Derrick Cunningham, Major Jon Briggs, Florence Cauthen

From: Lou Ialacci 

Re: Nitorco, Inc. Master Service Agreement (MSA) and SOW

The County Commission in its November 22, 2010 meeting approved a Master Service Agreement (MSA) with Nitorco, Inc. The MSA term remains in effect on a month to month basis. Nitorco is a law enforcement software development company that has been providing software systems and maintenance services to MCSO for the past five years. Their systems are being used currently in most area of the Sheriff's Office, like dispatch, records management, incident/offense reporting, pistol permits, warrants, jail booking, jail reporting and many other public safety functions. The current base systems are almost five years old and need to be updated to newer technology and features to meet the current requirements in public safety.

I am recommending the E911 Board /Montgomery County Commission approve the attached Statement of Work (SOW) documents from Nitorco, Inc. The documents outline the work to be performed and the associated costs. The total cost of these next phases is \$479,000 and is projected to take approximately three years. The pricing is a not to exceed amount based on the specifications provided by the MCSO and the Information Systems department. We request that a project account be established and funded annually with E 911 money for these enhancements. Any significant changes that would require additional funds would be presented to the E911 Board/County Commission for their approval.

Standard yearly maintenance and support for the current applications is an additional expense that is currently in the IS department's budget. The updated systems and new features will require an increase in annual maintenance and support. The rate is expected to go up each of the next three years to cover the more sophisticated systems.

Interoffice Memo: Equipment for IS Department

The initial project with Nitorco to replace an old problematic system by NEC cost the County approximately \$383,000, which included additional funds for minor additions and enhancements. The total costs for this project over eight years will be less than \$900,000. This approach provides all the features and functions provided by major companies, like Motorola, Spillman, and New World Systems, but at a significantly lower cost.

Thank you for your support.

Memo

To: Lou Ialacci, Chief Information Technology Officer
From: Rodney Smith, IT Manager Systems 
CC: Derrick Cunningham, Sheriff
Date: 12/28/2015
Re: Sheriff's Office Next Generation Computer Aided Dispatch (CAD) System

The current Computer Aided Dispatch system requires certain system upgrades to prepare for the next generation of 9-1-1 systems. These necessary software upgrades will also provide a more modern updated technical architecture that will continue to allow future enhancements and additions. Listed below is a summary of the requested new features:

1. New CAD Graphical User Interface Design
 - CAD system will be upgraded to the latest Microsoft based system architecture to allow for future enhancements for 9-1-1 NG implementation
 - Implement use of simple mouse drag and drop functions
 - Command Line integration that will allow dispatchers to primarily use a keyboard during 9-1-1 high call volumes to dispatch emergency personnel and enter call detail information quickly without use of a mouse
 - Easier dispatching of Law Enforcement Units to 9-1-1 calls via centralized map centric based view of patrol cars and caller location
 - 9-1-1 call information sharing between dispatchers and law enforcement personnel
 - NCIC integration for faster suspect and warrant searches outside MCSO records management system
 - Mobile messaging interface to allow Dispatch to send AMBER or BOLO alerts in addition to other mission critical information to County Law Enforcement Mobile devices to reduce radio traffic
 - Ability to utilize additional Display Monitors per Dispatcher's work station to better organize important information
 - External System Integrations with EMS, Sheriff's Radio, & Tracking 911 Alarm Calls by Code
2. Integrate County's GIS Mapping System for both AVL and 9-1-1 caller information
 - Upgrade current AVL system capabilities to display enhanced real-time location information of the 9-1-1 caller and law enforcement personnel including Estimated Time of Arrival (ETA) information
 - Utilize and further enhance County's GIS ESRI based mapping system for most current 9-1-1 addressing information for City and County Street Numbers and Names.
3. New Law Enforcement Mobile applications
 - Ability to view active AMBER and BOLO Alerts as issued from Dispatch
 - Ability to receive real time CAD call detail information from Dispatch including ability to accept calls and notify dispatch of arriving on the scene
 - Develop Incident Offense Reporting system that electronically stores and send information as required by ACJIC for specific purpose of reporting Incidents, Offenses, and Arrests as recorded in Dispatch CAD system.
 - Map centric based interface design using County ESRI based mapping system that allows Law Enforcement to view AVL and 9-1-1 caller location information respectively

STATEMENT OF WORK (SOW)
FOR
MONTGOMERY COUNTY SHERIFF'S OFFICE
PUBLIC SAFETY SOFTWARE SYSTEMS UPGRADE AND
IMPLEMENTATION OF NEW FEATURES AND
FUNCTIONS

December 21, 2015

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Project Overview

Montgomery County Sheriff's Office is in need of software upgrades for their existing Computer Aided Dispatch (CAD), Automated Vehicle Locator (AVL), Incident Offense Reporting, and ESRI GIS Mapping services. These necessary software upgrades will consist of the required technology updates as needed for the system interface with Montgomery County's E911 system. This project will consist of the following phases and statements of work as required by the Montgomery County Sheriff's Office:

Phase 1 – CAD Software Upgrades

- Application Design
- Call List
- Unit List and Maintenance
 - Ambulance
 - Patrol
 - Wrecker w/ Rotations
 - External Units
- Radio Log
 - Unit Log
 - Call Log
 - System Log
- Call Searching
- Quick Call adding

Phase 2 – AVL, ESRI GIS Mapping, E911 Integration

- ESRI GIS Maps for E911 and AVL
 - Show county map on screen
 - Basic Map navigation functionality – Pan, zoom, etc...
 - Show multiple layers – street, ortho, etc...
- Automated 911 Caller Location
 - Dynamically show call location on map
 - Show basic call information about call on map
 - Address
 - Status
 - Units en-route
- Automatic Vehicle Location
 - Show continually updating location of each tracked vehicle on the map.
 - Show basic unit information on the map
 - Unit Information
 - Status
 - Calls
 - Manage Unit Radio Information
 - Manage Person/Car relationships
- E911 and CAD Integration
 - Read call and ANI\ALI information

- Create call based off of ANI\ALI
- Notifications based on external sources - Amber, Bolo, etc...

Phase 3 – Mobile In-Vehicle Software

- Dispatch
 - Silent Dispatch
 - Call information refresh
 - Status updating
 - Map of location
 - Turn by Turn directions to call
 - Add additional comments to call
 - Request additional support
- Notifications based on external sources - Amber, Bolo, etc...
- Simplified application similar to Desktop Application with additions below:
 - See other vehicles dispatched to same call
 - Display call location
 - Display current location
 - When not on a call, display surrounding calls & vehicles within a defined radius.
 - Displayed turn by turn driving directions on screen with highlighted route.
 - Offline Mode – if no internet is detected, features will be disabled as required.
- Send Message to Units

Phase 4 – Incident Offense Reporting

- CAD Integration for purpose of creation of all Incident, Offense, and Arrest Reports
- Database updates as required to meet State of Alabama UCR requirements
- Electronic creation and uploading required fields from Incident, Offense, and Arrest reports per ACJIC requirements
- Secure Juvenile information and report requirements as required by Alabama State Law
- Field Interviews

Phase 5 – System Integration

- NCIC Integration
 - Search for vehicle
 - Search for person
 - Auto alert search
 - Add items to NCIC
- ESRI GIS Mapping Enhancements for E911 and AVL
 - Geo-Fencing – Editing site to enter polygons, set alerts for entry and exit.
 - Geocoding and Reverse Geocoding
 - Integration with Additional data layers as they are built such as:
 - Fire Zone
 - Intersections
 - Fire Stations

- EMS Zones
 - Beats
 - Bridges
 - PJ
 - Etc...
- Bread Crumb Trail - Trace prior vehicle routes.
- Closest Car – Set number of vehicles closest to incident by “As the crow flies”, then give top 3 closest with drive times and distance.
- Excess Idle Time - Lists vehicles with excessive idle time.
- Not Reporting In
- Speeding Vehicles - Lists vehicles that exceeded a certain speed.
- Show ETA to call
- Show Directions to call
- Unit recommendation
 - By Agency
 - Unit Type
 - Unit Station
 - Zone
 - Proximity
 - Last Status Change
 - Location Properties (haz-mat, etc....)

Phase 6 – External System Integration

- Other Integrations
 - Car Cameras
 - Radio
 - EMS System
 - Fire System
 - VOIP
- Hazardous Materials Information
 - Chemical Names
 - Regulatory Names
 - Material Data
 - Health Hazard Potential
 - Flammability
 - Levels of Reaction
 - Scientific Formulation
 - DOT labeling
 - Physical State
- Security Alarms
 - Dispatch by alarm
 - Track calls to a given alarm code
 - Bill based on the number of calls to a given alarm code

Pricing

Phase	Pricing
Phase 1 – In Testing	\$30,000
Phase 2 – AVL, Mapping	\$47,500
Phase 3 – In Car Dispatch	\$100,000
Phase 4 – Incident Offense	\$119,500
Phase 5 – System Integration	\$112,000
Phase 6 – External Systems	\$70,000
Project Total	\$479,000

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
NOVEMBER 22, 2010

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:00 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims reviewed items on the agenda.

DISCUSSION BY THE COMMISSION

Commissioner Williams requested a \$5,000 miscellaneous appropriation to the Montgomery County Recreation Department, Cleveland Avenue YMCA, for After School Program and also requested a \$2,500 miscellaneous appropriation to the Montgomery Area Council on Aging (MACOA), for Mt. Zion Day Care, for the food program and day care.

Chairman Dean requested a \$5,000 miscellaneous appropriation to the Montgomery Community Action Agency, for Adult and Youth Community Services Programs Encouraging Health, Welfare and Education.

Vice Chairman Ingram requested a \$300 miscellaneous appropriation to Dunbar-Ramer School, for the Principal's Discretionary Fund.

Commissioner Wilson requested to add a \$500 miscellaneous appropriation to the Montgomery County Recreation Department, East YMCA for the child care programs for underprivileged children.

The Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY KEN UPCHURCH WITH T.C.U. CONSULTING SERVICES, LLC

Ken Upchurch with T.C.U. Consulting Services, LLC briefed the Commission via telephone conference call regarding a Mutual Release and Settlement Agreement and final payment in

Mr. Polizos made a motion to reappoint Reverend Edward J. Nettles, Sr., and Daniel Harris, for terms expiring December 1, 2013. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 5-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED MASTER SERVICES AGREEMENT AND STATEMENTS OF WORK WITH NITORCO, INC., FOR THE IMPLEMENTATION AND ENHANCEMENT OF LAW ENFORCEMENT SOFTWARE

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

November 16, 2010

MEMORANDUM

TO: Montgomery County Commission
FROM: John A. Mitchell, Sr., Deputy Administrator
SUBJECT: Nitorco, Inc. Master Agreement (MSA) and SOW

Attached are two Statements of Work (SOW) in the form of quotes. Lou Ialacci has submitted this agreement from Nitorco, Inc., a law enforcement software development company. Nitorco will work closely with Digital Revenue Systems (DRS) to provide knowledge and expertise on all of the current law enforcement systems. This system will replace the NEC law enforcement system currently in use in the Sheriff's Office in a timely and cost effective manner.

This agreement was discussed during the Commission meeting working session on November 10, 2010. I was instructed to place this item on the November 22, 2010 agenda for your approval. A favorable response is appreciated.

Attachments

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Memorandum, Agreement, and Statements of Work, Agenda Pages 6-2 through 6-12, are attached to these Minutes.)

TAX & AUDIT DEPARTMENT – APPROVED AGREEMENT WITH PRA GOVERNMENT SERVICES, LLC D/B/A REVENUE DISCOVERY SYSTEMS (RDS) TO PROVIDE EXTERNAL AUDIT SERVICES

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
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Agenda

NOV 22 2010

November 16, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. *JAM*
Deputy Administrator

SUBJECT: Nitorco, Inc. Master Agreement (MSA) and SOW

Attached are two Statements of Work (SOW) in the form of quotes. Lou Ialacci has submitted this agreement from Nitorco, Inc., a law enforcement software development company. Nitorco will work closely with Digital Revenue Systems (DRS) to provide knowledge and expertise on all of the current law enforcement systems. This system will replace the NEC law enforcement system currently in use in the Sheriff's Office in a timely and cost effective manner.

This agreement was discussed during the Commission meeting working session on November 10, 2010. I was instructed to place this item on the November 22, 2010 agenda for your approval. A favorable response is appreciated.

JAM/rw

Attachments

Interoffice Memo

Date: November 2, 2010

To: John Mitchell 

Cc: Sheriff D.T. Marshall, Derrick Cunningham

From: Lou Ialacci

Re: Nitorco, Inc. Master Service Agreement (MSA) and SOW

I am requesting the Montgomery County Commission approve the attached Master Services Agreement (MSA) from Nitorco, Inc. which is a law enforcement software development company. I have reviewed and discussed the company and the documents with the Sheriff's Office. The documents follow very closely the standard format we request of all software development and support firms.

Nitorco is a software development company that will be assisting as needed in the development, design, and implementation of application systems required by the Sheriff's Office to support the jail, dispatch, E911, civil, and legal areas. Nitorco will work closely with our other vendor Digital Revenue Systems (DRS) to provide extensive knowledge and experience working on all of the current law enforcement systems. These services are extremely important in assisting the Sheriff's Office in replacing the NEC law enforcement systems in a timely cost effective manner.

Attached are two Statements of Work (SOW) in the form of quotes. Additional quotes will be issued as needed for the implementation and enhancement of the new law enforcement systems required for the Sheriff's Office. The funds from the NEC settlement will be used for this work. It is anticipated that the settlement funds will not be sufficient to cover all the work required. There were additional funds allocated for the original project that were not spent. The additional funds will be necessary as this project evolves.

I recommend the approval of the attached documents subject to review by the County Attorney.

Thank you for your support.

MASTER SOFTWARE DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into as of 10/19/2010 ("Effective Date"), by and between Nitorco, Inc., a Georgia corporation with its office located at 2180 Satellite Blvd, Suite 400, Duluth, GA 30097, Telephone: (678) 951-8300, Facsimile: (678) 951-8303 ("Nitorco"), and Montgomery County Alabama, with its office located at 100 S. Lawrence St., Montgomery, AL 36104 ("Sponsor").

WHEREAS, Nitorco is skilled in the field of computer software design and programming; and

WHEREAS, Sponsor may engage Nitorco from time to time to design and develop computer program(s) and enhancements to such computer program(s) pursuant to the terms and conditions hereof; and

WHEREAS, the parties desire to enter into this master agreement for purposes of establishing certain general terms and conditions that will govern a series of contemplated development transactions in the future; and

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. Definitions.

1.1 "Services." Work in the form of software development and/or related services to be performed by Nitorco for Sponsor pursuant to a Work Order agreed to by the parties under this Agreement. The schedule for Services and related Deliverables shall be agreed upon by the parties in the Work Order.

1.2 "Work Order." A written document mutually agreed upon and executed by the parties which incorporates the terms of this Agreement. A Work Order may also be in the form of a single chain of emails provided the following requirements are satisfied: (i) the emails must clearly state that the intention is to create a Work Order under this Agreement, and (ii) there is complete agreement regarding all points of the Work Order clearly evidenced in the email chain.

1.3 "Object Code." The representation of Completed Software in the binary instruction code form suitable for execution by a computer.

1.4 "Source Code." The representation of Completed Software in a relatively high-level computer programming language.

1.5 "Deliverables." All Object Code, Source Code, and other materials incidental to the delivery of Services by Nitorco to Sponsor.

1.6 "Completed Software." The Proprietary Rights embodied in the Deliverables as tested and accepted by Sponsor pursuant to this Master Agreement.

1.7 "Development Tools." Software tools of general application, whether owned by or licensed to Nitorco, which are used to develop the Completed Software.

1.8 "Proprietary Rights." All rights worldwide in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

2. Nitorco's Obligation To Provide Software Development Services. Nitorco shall provide software development Services to Sponsor for purposes of coding and developing the Deliverables in accordance with the terms and conditions hereof and the applicable Work Order. In the event of any inconsistency or conflict between this Agreement and any Work Order, the Work Order shall control.

3. Responsibility for Nitorco Employees. All personnel provided by Nitorco to perform any Services shall be considered Nitorco's employees or agents, and Nitorco shall be responsible for payment of fees or salaries (including the withholding or payment of all payroll or income taxes), worker's compensation, disability benefits and the like for such personnel.

4. No-Hiring of Nitorco Employees. Sponsor acknowledges the substantial amount of time, money, and effort that Nitorco has spent and will spend in recruitment of competent employees, and agrees, for a period of one (1) year after expiration or termination of this Agreement, not to employ or hire, solicit for employment, attempt to employ or actively assist any other entity in employing or soliciting for employment, any employee of Nitorco, without the prior written consent of Nitorco. The parties agree that liquidated damages for breach of this non-hiring covenant shall be fifty (50%) of the total first year payable to the former Nitorco employee.

5. Cooperation. Sponsor acknowledges (i) that certain Services and/or Deliverables to be provided by Nitorco may be dependent on Sponsor providing certain data, information, or assistance (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of Services and/or the delivery of Deliverables by Nitorco. The parties agree that any delay or failure by Nitorco to provide Services hereunder which is caused by Sponsor's failure to provide timely Cooperation reasonably requested by Nitorco shall not be deemed to be a breach of Nitorco's performance obligations under this Agreement.

6. Change Orders. Any change requested by Sponsor in the scope of Services or Deliverable(s) specified in a Work Order must be mutually agreed upon by the parties in writing. Change orders may require modification of fees charged and/or delivery schedules.

7. Testing. Within ten (10) days following receipt of notice of completion of the Deliverables, Sponsor shall review and test the Deliverables and advise Nitorco of Sponsor's acceptance of the Deliverables or of any modifications desired. Sponsor shall be deemed to have accepted the Deliverables (i) upon receipt by Nitorco of written notification by Sponsor of acceptance, or (ii) the failure of Sponsor to request any additional modifications to the Deliverables within ten (10) days receipt of notice of completion. Upon acceptance, the Deliverables shall be deemed to be the Completed Software.

8. **Location of Services.** All Services shall be performed at Nitorco's facilities unless otherwise mutually agreed in the applicable Work Order.

9. **Fees for Development Services.** Unless otherwise expressly specified in the applicable Work Order: (i) development services for the Deliverables shall be provided on a time and materials ("T&M") basis; that is, Sponsor shall pay Nitorco for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rates for services shall be Nitorco's then-current standard rates when such services are provided. Any monetary limit stated in the applicable Work Order for T&M Services shall be an estimate only for Sponsor's budgeting and Nitorco's resource scheduling purposes. If the limit is exceeded, Nitorco will cooperate with Sponsor to provide continuing Services on a T&M basis.

10. **Invoicing and Payment.** Nitorco shall invoice Sponsor monthly, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from the date of invoice and shall be deemed overdue if they remain unpaid thereafter. Sponsor shall issue a purchase order, or alternative document acceptable to Nitorco, on or before commencement of services under the applicable Work Order.

11. **Taxes.** The charges do not include taxes or duties. If Nitorco is required to pay or collect any federal, state, local, value added, goods and services, or any other similar taxes or duties based on services provided under this Agreement, then such taxes and/or duties shall be billed to and paid by Sponsor; this shall not apply to taxes based on Nitorco's income.

12. **Purchase Orders.** Notwithstanding the content of any purchase order issued by Sponsor, this Agreement shall take precedence over such purchase order, and any conflicting, inconsistent, or additional terms of Sponsor's purchase order shall be null and void.

13. **Unilateral Disclosure of Confidential Information By Sponsor.** The parties anticipate that Sponsor may disclose confidential information to Nitorco. For purposes hereof, "Confidential Information" means information of Sponsor or its customer (i) which relates to the purpose and subject matter of the Services, including computer programs, business and technical information, and data, or (ii) which, although not related to the Services, is nevertheless disclosed hereunder, and which, in any case, is disclosed by Sponsor or its customers or an affiliate to Nitorco in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Nitorco within fifteen (15) days of the initial disclosure. Nitorco may use Confidential Information of Sponsor only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Nitorco may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements sufficient to enable Nitorco to enforce all the provisions of this Section. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Nitorco at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Nitorco; (iii) is

received by Nitorco from a third party free to disclose it without obligation to Sponsor; or (iv) is independently developed by Nitorco without reference to Confidential Information. Notwithstanding the foregoing, to the extent any confidential information is embodied in the Completed Software, this Section shall not be construed to prevent Nitorco from exercising its ownership rights in the to the Completed Software and the Proprietary Rights embodied therein.

14. **Injunctive Relief.** The parties hereby agree that any breach of any provision hereof regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

15. **Limited Warranty for the Completed Software.** Commencing with the acceptance of the Completed Software and continuing for a period of ninety (90) days, Nitorco warrants that the Completed Software (i) will conform as to all material operational features and performance characteristics as provided in the applicable Work Order, and (ii) will be free of errors and defects that materially affect the performance of such features; provided, however, that (i) the Completed Software is implemented and operated in accordance with all written instructions supplied by Nitorco, (ii) Sponsor notifies Nitorco in writing of such nonconformity, error, or defect within thirty (30) days of the appearance thereof, and (iii) Sponsor has promptly and properly installed all fixes, upgrades, updates, and enhancements made available by Nitorco to Sponsor. If Sponsor timely notifies Nitorco in writing of any such nonconformity, error, or defect, Nitorco shall at its sole and exclusive option repair or replace the Completed Software. THE REMEDIES SET OUT IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE LIMITED WARRANTY. THIS WARRANTY GIVES SPONSOR SPECIFIC LEGAL RIGHTS, AND SPONSOR MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. NITORCO DOES NOT WARRANT THAT THE COMPLETED SOFTWARE WILL MEET SPONSOR'S REQUIREMENTS, THAT THE COMPLETED SOFTWARE WILL OPERATE IN THE COMBINATIONS WHICH SPONSOR MAY SELECT FOR USE, OR THAT THE OPERATION OF THE COMPLETED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

16. **Warranty Exclusions.** Notwithstanding any other provisions of this Agreement to the contrary, the limited warranty shall not apply to nonconformities, errors, or defects due to any of the following: (i) misuse of the Completed Software, (ii) modification of the Completed Software by Sponsor, (iii) failure by Sponsor to utilize compatible computer and networking hardware and software, (iv) interaction with software or firmware not provided by Nitorco, (v) any change in applicable operating system software, or (vi) the failure of Sponsor to install upgrades or enhancements to the Completed Software provided by Nitorco.

17. **Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY, TO THE EXTENT ALLOWED BY LAW, NITORCO HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. SPONSOR ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE COMPLETED SOFTWARE OR SERVICES TO BE PROVIDED HEREUNDER, AND

THAT SPONSOR HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT.

18. **Mutual Infringement Indemnity.** Each party ("Provider") will defend and indemnify the other party ("Recipient") against a claim that any information, design, specification, instruction, software, data or material furnished by the Provider ("Material") and used by the Recipient hereunder infringes or violates a Proprietary Right of another, provided that: (i) the Recipient notifies the Provider in writing within thirty (30) days of the claim; (ii) the Provider has sole control of the defense and all related settlement negotiations; and (iii) the Recipient provides the Provider with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the Recipient in providing such assistance will be reimbursed by the Provider. The Provider shall have no liability for any claim of infringement resulting from: (i) the Recipient's use of a superseded or altered release of some or all of the Material if infringement would have been avoided by the use of a subsequent unaltered release of the Material which the Provider provides to the Recipient; or (ii) any information, design, specification, instruction, software, data, or material not furnished by the Provider. In the event that some or all of the Material is held or is believed by the Provider to infringe, the Provider shall have the option, at its expense: (i) to modify the Material to be non-infringing; or (ii) to obtain for the Recipient a license to continue using the Material. If it is not commercially feasible to perform either of the above options, then the Provider may require from the Recipient return of the infringing Material and all rights thereto. Upon return of the infringing Material to the Provider, the Recipient may terminate this Agreement with ten (10) days' written notice. THIS SECTION STATES THE PARTIES' ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR INFRINGEMENT.

19. **Liability Cap.** Except for breach of warranty and any infringement indemnity, Nitorco's aggregate liability to Sponsor for any and all damages arising out of this Agreement will be limited to the amounts paid to Nitorco hereunder.

20. **Disclaimer regarding Consequential Damages.** NEITHER PARTY WILL BE LIABLE TO THE OTHER IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, (i) ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, OR (ii) SPONSOR'S OR SPONSOR'S CUSTOMERS' RELIANCE ON OR USE OF INFORMATION OR SERVICES PROVIDED, EVEN IF THE OFFENDING PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY.

21. **Term Of Agreement.** The term of this Agreement shall commence immediately upon the date of execution by Sponsor, and shall continue for a period of one (1) year, after which the term of this Agreement shall continue from month-to-month unless sooner terminated by either party pursuant to the terms and conditions hereof. After the expiration or termination of this Agreement, any existing Work Order then still in effect shall continue unaffected and in full force and effect unless otherwise terminated as provided herein or in such Work Order.

22. **Term Of Work Order.** Any Work Order created under this Master Agreement shall commence immediately upon execution by both parties, and shall continue thereafter as provided in the Work Order.

23. **Automatic Termination.** Unless Nitorco promptly after discovery of the relevant facts notifies Sponsor to the contrary in writing, this Agreement and all Work Orders will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against Sponsor, any assignment or attempted assignment by Sponsor for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for Sponsor.

24. **Termination For Cause.** If either party fails to comply with any of the material terms and conditions of this Agreement or Work Order, the other party may terminate this Agreement and/or any or all Work Orders upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

25. **Termination For Convenience.** Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement and/or any or all Work Orders for convenience upon thirty (30) days' written notice to the other party.

26. **Return of Materials And Payment.** Subject to the terms and conditions of any Work Order, upon the request of Sponsor, and, in any event, upon the termination of this Agreement or any Work Order, Sponsor shall pay to Nitorco for all work in progress as of the termination date, and Nitorco shall surrender to Sponsor all work in progress and Deliverable(s) including, without limitation, all memoranda, notes, records, drawings, manuals, and other documents pertaining to the business of Sponsor previously delivered by Sponsor to Nitorco. This provision shall apply to all materials made available or disclosed to Nitorco by any third party in connection with this Agreement or any Work Order.

27. **Arbitration.** Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Montgomery, Alabama. The arbitrator shall apply the laws of the State of Alabama, to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

28. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

29. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all licenses granted hereunder, (ii) any and all limitations of liability and indemnities granted by either party herein, (iii) any covenant granted herein for the purpose of protecting the Proprietary Rights of either party or any remedy for breach thereof, (iv) the payment of taxes, duties, or any money to either party hereunder, and (v) the return of Sponsor materials.

30. Miscellaneous. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Sponsor: Montgomery County Alabama

Nitorco, Inc.

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

NITORCO, INC.

STATEMENT OF WORK

SUBMITTED TO

MONTGOMERY COUNTY, AL
SHERIFF'S OFFICE

REFERENCE # 1754
DATE 9/7/2010

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	CONV	CAD Conversion	\$11,650.00	\$11,650.00
SUBTOTAL		\$11,650.00		
TAX		\$0.00		
SHIPPING		\$0.00		
TOTAL COST		\$11,650.00		

NITORCO, INC.

STATEMENT OF WORK

SUBMITTED TO

MONTGOMERY COUNTY, AL
SHERIFF'S OFFICE

REFERENCE # 1759
DATE 9/7/2010

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
6	FEAT	CAD Features		\$5,440.00
SUBTOTAL		\$5,440.00		
TAX		\$0.00		
SHIPPING		\$0.00		
TOTAL COST		\$5,440.00		

* See Attached Page for List of Features

CAD Features

1. Allow the user to re-order the tabs
2. Add a note/location column on the main screen
3. Allow the user to create certain calls from radio log
4. Start a call or change the status by right-clicking on a unit
5. Make an alert for holds
6. Create a case number which will be different from the call number