Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. February 15, 2021

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to https://goshenindiana.org/calendar

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – Feb. 8

Approval of Agenda

(1)   Police Dept. Promotion of Curtis J. Weldy from Sergeant to Lieutenant

(2)   Fire Dept. Contractual Write-offs and Bad Debt, 2012-20
        Note: full itemized report is available upon request

(3)   Agreement with Right Stuff for Employee Timekeeping Software and Services

(4)   Olive St. Road Closure at Lincoln Ave.

(5)   Extension of Lincoln Ave. and Olive St. Lane Restrictions

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment

MINUTES of February 8, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis

Absent: None

Minutes from February 1, 2021 were presented.

Landis/Nichols moved to approve the minutes of February 1, 2021 as presented. Passed 3-0

Landis/Nichols moved to approve the agenda as presented. Passed 3-0

Request for Water/Sewer Charge Relief: 227 S. Main Street

Jason Oswald, representing Elephant Bar, presented a request for water/sewer charge relief at 227 S. Main Street.

Oswald estimated that the leak has been occurring since December which resulted in a bill of over $600, as compared to a normal bill of approximately $200. Oswald stated he called Goshen Utilities and spoke with Utilities Business Office Manager Kelly Saenz. Oswald said he appreciated Saenz's offer to spread out payments over a period of time without late penalties. He wondered what else get could get.

Goshen City Water Department Superintendent Kent Holdren suspected that this leak has been occurring possibly before September 2020. He provided the board with usage graphs (attached as *Exhibit A*). Holdren said account notes show Oswald has been notified numerous times to the point that Oswald asked Goshen Water and Utilities to stop calling. Holdren stated that Goshen Water Department does not recommend relief.

Oswald stated that he had not been notified before Christmas but did receive a voicemail after Christmas. Oswald also stated he did not ask Goshen Water and Utilities to stop calling him.

Mayor Stutsman stated that due to the fact that the water went to the Wastewater Treatment Facility and had to be treated, he recommend relief not be granted. Landis agreed that this is how similar situations in the past were handled.

Upon request by Mayor, Saenz agreed to pursue a payment plan agreement with Oswald and return to Board of Works.

No formal action was taken.

Requests for Fire and Ice Festival: Feb. 27

Adrienne Nesbitt, representing Eyedart Creative Studio and on behalf of First Fridays, presented requests related to the Fire and Ice Festival on February 27, 2021. Nesbitt added to the three items in the packet memo an additional request ot allow for ice delivery on Friday, February 26 with no parking from 6:00 a.m. to 10:00 a.m. on the north side of East Washington Street, by Jo Jo's Pretzels.

Mayor Stutsman asked Director of Public Works Dustin Sailor if a semi could make the turn with new bump-outs on Main St. Discussion about route specifics. Board, after discussion, settled on the following route for the ice delivery truck:

> Enter Washington St. from the east, park adjacent to Jo-Jo's for delivery, exit westbound across Main St.
>
> to intersection of Washington St. and Third St.

Landis/Nichols moved to approve the requests for the Fire and Ice Festival on Feb. 27 for:

1. Closure and no parking 8:00 a.m. to midnight for Main Street from Lincoln Avenue to Jefferson Street

2. Street Department trailer to be parked behind the Electric Brew for trash maintenance

3. Two dozen barricades from the Street Department

4. No parking on north side of E. Washington St. on Feb. 26 from 6:00 a.m. to 10:00 a.m. for ice delivery

Passed 3-0

Change Order #5: East Goshen Water Main Replacement, JN: 2019-0037

Sailor presented the packet memo.

Landis/Nichols moved to approve Change Order No. 5 for the East Goshen Main Replacement Project for an increase of $25,436.80. Passed 3-0

Occupancy Permit Agreement with Andrew Weddle, 1805 Amberwood Dr.

Legal Compliance Administrator Shannon Marks presented the packet memo.

Landis/Nichols moved to approve and authorize the Mayor to execute the Occupancy Permit Agreement with Andrew Weddle concerning the completion of the construction project at 1805 Amberwood Dr. Passed 3-0

Occupancy Permit Agreement with A. Weddle & Granite Ridge Builders, 1805 Amberwood Dr.Marks presented the packet memo.

Landis/Nichols moved to approve and authorize the Mayor to execute the Occupancy Permit Agreement with Andrew Weddle and Granite Ridge Builders, Inc. concerning the completion of the construction project at 1805 Amberwood Drive. Passed 3-0

Agreement with Barkes, Kolbus, Rife and Shuler LLP for Attorney Services

Marks presented the packet memo.

Landis/Nichols moved to approve and execute the agreement with Barkes, Kolbus, Rife and Shuler, LLP for Attorney Services for 2021 and automatic renewal for 2022. Passed 3-0

Resolution 2021-04: Agreement with Elkhart County 4-H and Agricultural Exposition: Utility Extension/Tap

Marks presented the packet memo.

Landis/Nichols moved to adopt Resolution 2021-04, Agreement with Elkhart County 4-H and Agricultural Exposition, Inc. Passed 3-0

Acceptance of Utility Easement from Elkhart County 4-H and Agricultural Exposition

Marks presented the packet memo.

Landis/Nichols moved to accept the Easement for Goshen City utility purposes from Elkhart County 4-H and Agricultural Exposition, Inc., and authorize the Mayor to execute the Acceptance. Passed 3-0

Acceptance of Monroe Street and Elkhart County 4-H Fair Water Main, 3-year Maintenance Bond, JN: 2019-0040

Sailor presented the packet memo.

Landis/Nichols moved to accept the infrastructure and three year maintenance bond for the Monroe Street and Elkhart County 4-H Fair Water Main Extension for a bond in the amount of $13,900.00. Passed 3-0

<u>Acceptance of Plat with Easements: Replat of Lot #1 of Eisendorff Field Subdivision</u>

Planning and Zoning Administrator Rhonda Yoder presented the packet memo.

Landis/Nichols moved to accept the plat with easements for the Replat of Lot #1 of Eisendorff Field Subdivision. Passed 3-0

<u>Electrical Maintenance Contract for Civil City 2021: L&M Electric, JN: 2021-0005</u>

Sailor presented the packet memo.

Landis asked if this was the same business that performed the maintenance work last year Sailor stated they have had the contract for multiple years and have performed well. Landis asked, since there was only one bid how did price compare to previous. Sailor said there were only slight increases.

Landis/Nichols moved to approve the Contract with L&M Electric for the 2021 Civil City Electrical Maintenance in the amount of $28,850.00. Passed 3-0

<u>Electrical Maintenance Contract for Utilities 2021: Middlebury Electric, JN: 2021-0006</u>

Sailor presented the packet memo. He added that Middlebury Electric has been performing the electrical maintenance for Utilities for at least 18 years; they have performed well and are knowledgeable.

Landis/Nichols moved to approve the Contract with Middlebury Electric for the 2021 Utilities Electrical Maintenance in the amount of $39,488.00. Passed 3-0

<u>Agreement with BakerTilly US, LLP for Financial Advisory and Planning Services</u>

Clerk-Treasurer Adam Scharf presented the packet memo.

Landis/Nichols moved to approve the Engagement Letter Agreement and Scope Appendix with BakerTilly US, LLP for the period of January 2021 to December 31, 2022 and authorize the Clerk-Treasurer to execute this agreement. Passed 3-0

Resolution 2021-05: Agreement with Eaton Corp. For WWTP Switchgear Breakers

City Attorney Bodie Stegelmann presented the packet memo. He explained that the board would need to make the finding that Eaton was the sole provider for the product, and distributed a letter to that effect from Eaton Corporation (*Exhibit B*).

Landis/Nichols moved to approve Resolution 2021-05 and the agreement with Eaton Corporation for the installation of switchgear and breaker equipment at the Wastewater Treatment Plant with the completion date of May 14, 2021 and the cost not to exceed $124,777.00. Passed 3-0

Agreement with Lexipol for Fire Department Policy Services

Stegelmann presented the packet memo.

Landis/Nichols moved to approve the Agreement with Lexipol, LLC for the comprehensive review of Fire Department's Policy Manual and Daily Training Bulletins and implement revisions to such with the completion date of December 31, 2021 and the cost not to exceed $41,388.55. Passed 3-0

Agreement with Peerless Midwest for Filter Repairs

Stegelmann presented the packet memo.

Landis/Nichols moved to approve the Agreement with Peerless Midwest, Inc. d/b/a Suez Advance Solutions to perform repairs to Filer #4 at the City's Plant for the amount not to exceed $29,600.00, with work to be completed by February 17, 2021. Passed 3-0

Temporary Lane Closure: Skyview Road February 8-12, 2021

Sailor presented the packet memo.

Landis/Nichols moved to approve the temporary lane closure on Skyview Rd. for the week of February 8-12. Passed 3-0

Privilege of the Floor:

No one spoke.

Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 3-0

Adjournment at 2:41 p.m.

Exhibit A (4 pgs.): Water Department graph for Water/Sewer usage at Elephant Bar

Exhibit B (1 pg.):   Eaton Corporation letter re: switchgear breakers
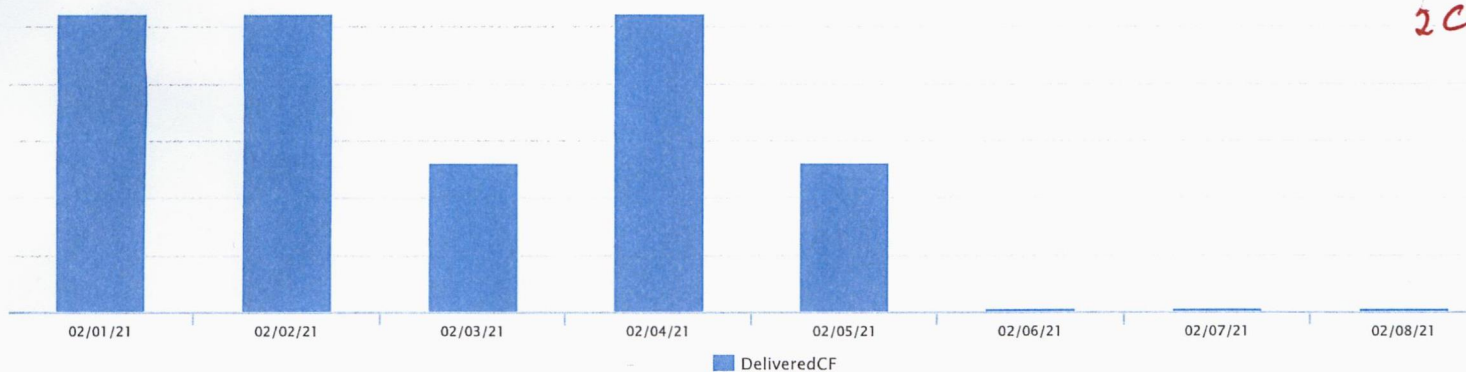
APPROVED

_____

Jeremy Stutsman, Chair

_____

Michael Landis, Member

_____

Mary Nichols, Member

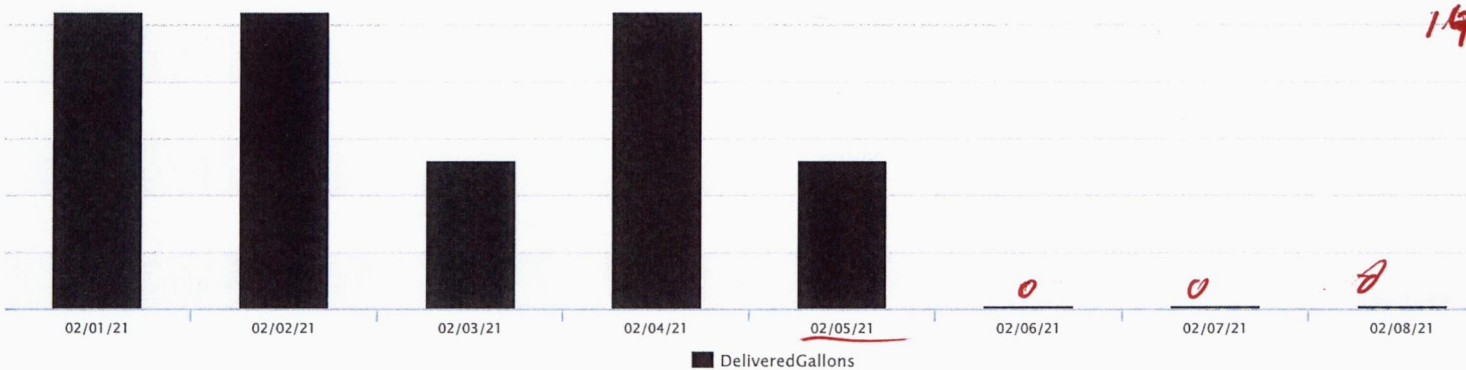ATTEST

_____

Adam Scharf, Clerk-Treasurer

2CF

Volume (Gal)

Download

- Download PNG image
- Download JPEG image
- Download SVG vector image

1.49 gal

×

Exceed Limit of Devices

You are adding this device to a device group that exceeds the operational limit of devices.

Are you sure you still want to add this device to the group?
Cancel   Confirm

Advanced virtual meter Warning

This group is part of the following Advanced Virtual Meters:
This group must be removed from these Advanced Virtual Meters or the Advanced Virtual meters must be deleted before performing this action.
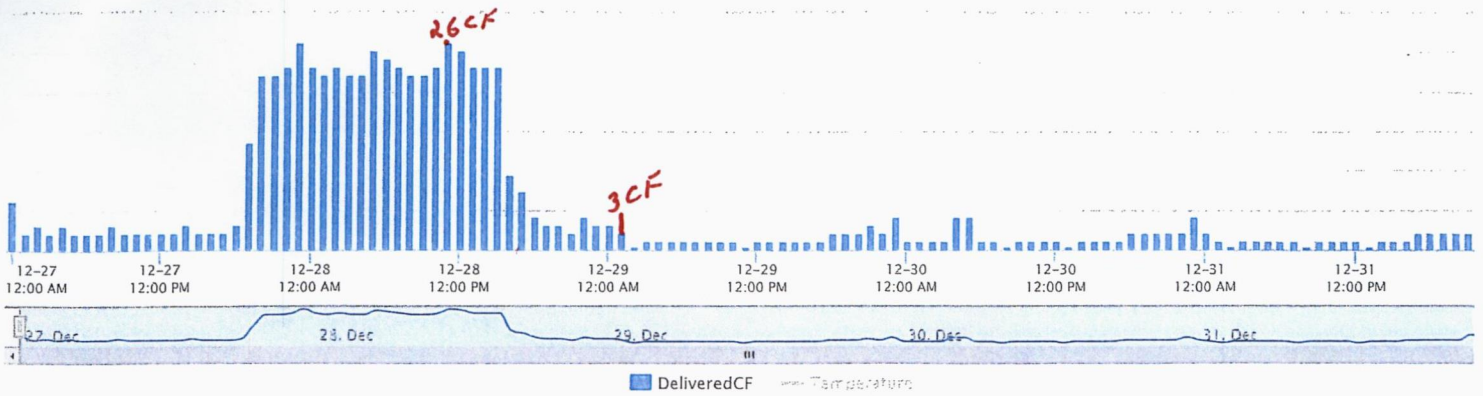OK
PrevNext
February 2021

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

- Device ID
- Customer Name
- Address
- Account
- AMI ID
- Meter ID 2
- Virtual Meter

227 S MAIN ST, GOSHEN CITY - 82844315IP - METER - A

26 CF

3 CF

DeliveredCF — Temperature

Volume (Gal)

Download

- Download PNG image
- Download JPEG image
- Download SVG vector image

194 Gal.

22 gal

DeliveredGallons — Temperature

☒

Exceed Limit of Devices

You are adding this device to a device group that exceeds the operational limit of devices.

Are you sure you still want to add this device to the group?

Cancel   Confirm

Advanced virtual meter Warning

This group is part of the following Advanced Virtual Meters:
This group must be removed from these Advanced Virtual Meters or the Advanced Virtual meters must be deleted before performing this action.

OK

- Device ID
- Customer Name
- Address
- Account
- AMI ID
- Meter ID 2
- Virtual Meter

293-0780-01 - 82844315IP - A
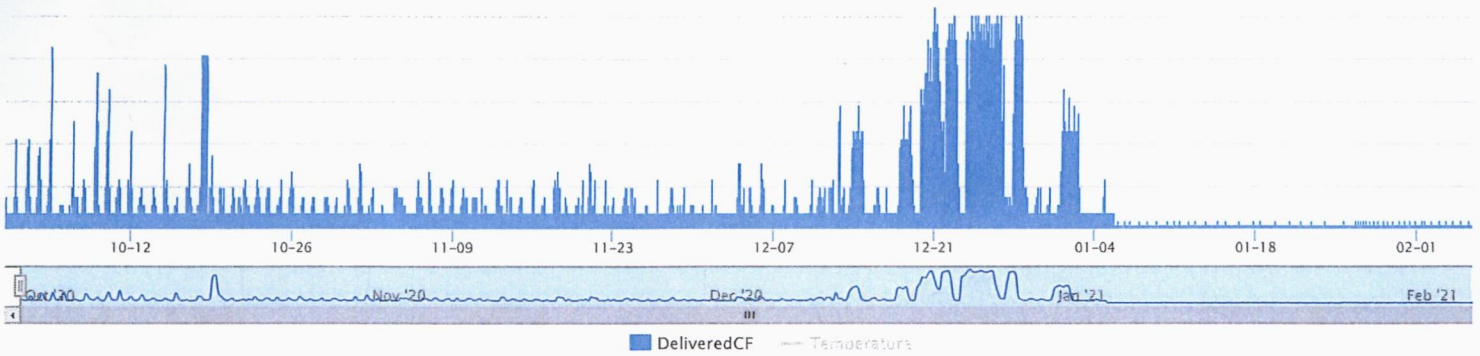
0·   ✳

3·   × GPM
60·   = minute
180·00   ✳ Per hour

180·00   ×
24·   =
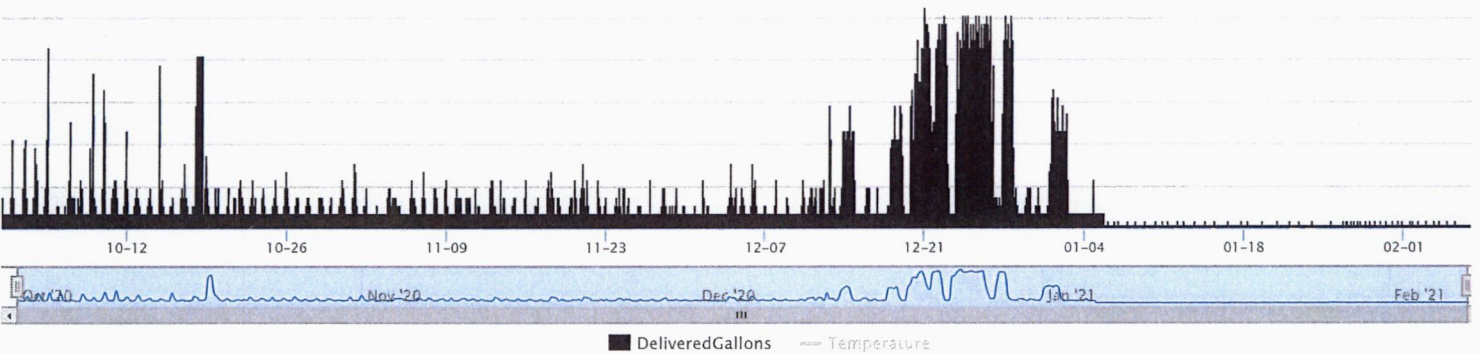4,320·00   ✳

000···········

0·00   ✳

| | 10-12 | 10-26 | 11-09 | 11-23 | 12-07 | 12-21 | 01-04 | 01-18 | 02-01 |

Oct '20 Nov '20 Dec '20 Jan '21 Feb '21

■ DeliveredCF — Temperature

Volume (Gal)

Download

- Download PNG image
- Download JPEG image
- Download SVG vector image

| | 10-12 | 10-26 | 11-09 | 11-23 | 12-07 | 12-21 | 01-04 | 01-18 | 02-01 |

Oct '20 Nov '20 Dec '20 Jan '21 Feb '21

■ DeliveredGallons — Temperature

×

Exceed Limit of Devices

You are adding this device to a device group that exceeds the operational limit of devices.

Are you sure you still want to add this device to the group?
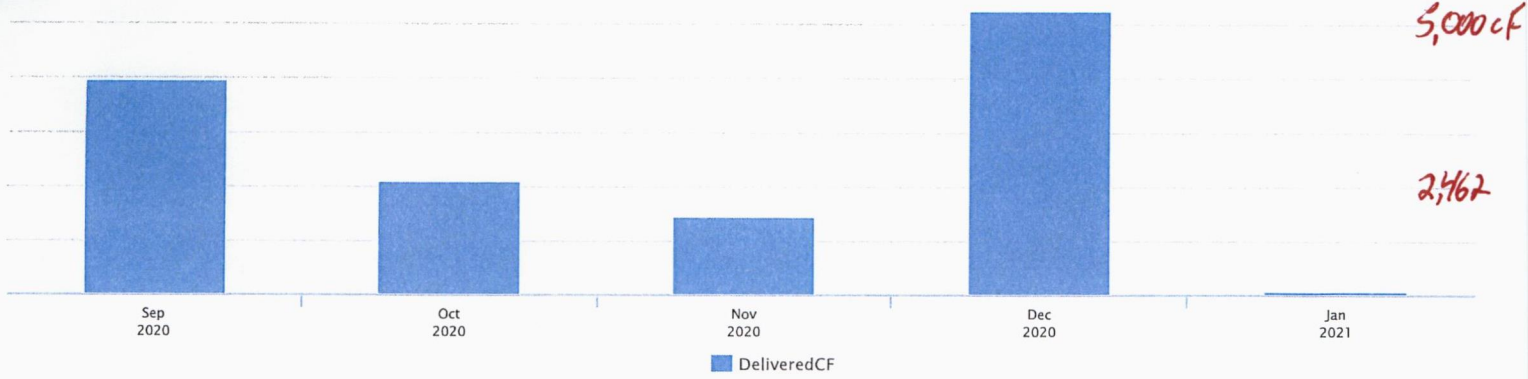Cancel   Confirm

Advanced virtual meter Warning

This group is part of the following Advanced Virtual Meters:
This group must be removed from these Advanced Virtual Meters or the Advanced Virtual meters must be deleted before performing this action.
OK

- Device ID
- Customer Name
- Address
- Account
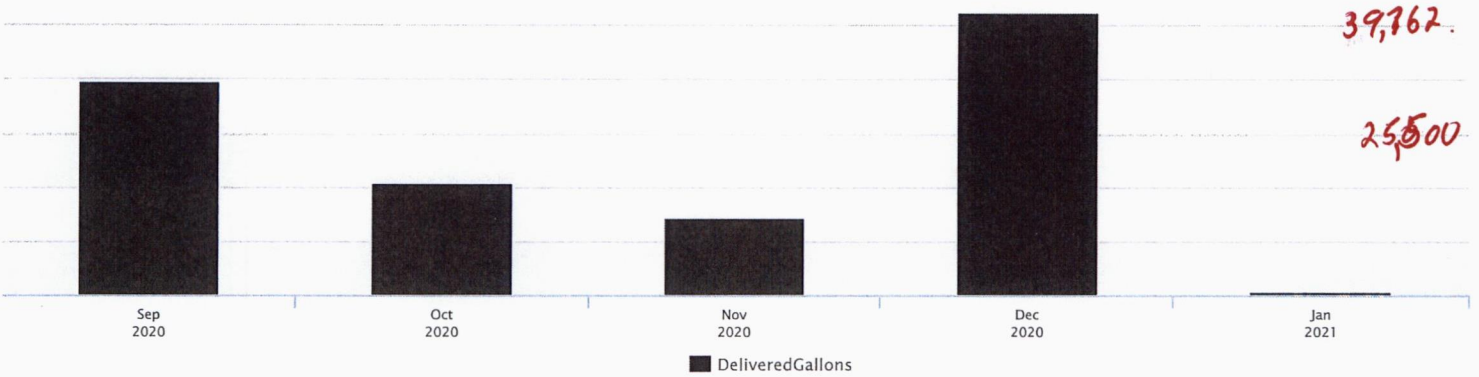- AMI ID
- Meter ID 2
- Virtual Meter

293-0780-01 - 82844315IP - A

Bar chart — DeliveredCF

Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021

Handwritten: 5,000 cf 2,162

DeliveredCF

Volume (Gal)

Download

- Download PNG image
- Download JPEG image
- Download SVG vector image

Bar chart — DeliveredGallons

Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021

Handwritten: 39,162. 25,500

DeliveredGallons

☒

Exceed Limit of Devices

You are adding this device to a device group that exceeds the operational limit of devices.

Are you sure you still want to add this device to the group?
Cancel Confirm

Advanced virtual meter Warning

This group is part of the following Advanced Virtual Meters:
This group must be removed from these Advanced Virtual Meters or the Advanced Virtual meters must be deleted before performing this action.
OK

- Device ID
- Customer Name
- Address
- Account
- AMI ID
- Meter ID 2
- Virtual Meter

227 S MAIN ST, GOSHEN CITY - 82844315IP - METER - A

E·T•N
Powering Business Worldwide

April 18, 2019

Subject: Eaton/Cutler-Hammer/Westinghouse/Cooper Power Systems Factory Service Provider

As the President of Eaton's Electrical Systems and Services Group in the Americas, which includes Eaton's Electrical Engineering Services and Systems Division (EESSD), I want to take the opportunity to offer some perspective on the evolution and unique experience our organization offers our customers.

Eaton purchased the Westinghouse Distribution and Control Business Unit in 1994. This acquisition included manufacturing operations and technology used by Westinghouse to manufacture and sell electrical distribution and control products. In addition, Cooper Power Systems became part of Eaton in November of 2012. Eaton created Eaton's Electrical Engineering Services and Systems Division in 1998 in order to directly provide field engineering and service support to our growing customer base and these acquisitions.

We are the current manufacturer of former Westinghouse, Cutler-Hammer, Challenger, and Cooper Power Systems designed equipment. Eaton holds the current design and manufacturing information, and all current revisions and modifications to products manufactured under these brand names.

Today, pursuant to the agreements regarding the acquisition of the Distribution and Control Business Unit from Westinghouse, and the more recent inclusion of Cooper Power Systems, Eaton is the only company permitted to manufacture and sell electrical distribution equipment with a Cutler-Hammer, Westinghouse or Cooper Power System trademark. As a result, Eaton's Electrical Engineering Services and Systems Division, which operates as a separate and professionally independent Division of Eaton's product manufacturing plants, is the factory authorized service group that can work on Cutler-Hammer, Westinghouse and Cooper Power Systems electrical distribution and control products.

Repairs, maintenance and modifications made to Westinghouse, Challenger, Cutler-Hammer, Cooper Power Systems, or Eaton electrical equipment by anyone other than Eaton's Electrical Engineering Services and Systems Division may alter the original design intent and can impact the integrity of the equipment. Modifications made by the Electrical Engineering Services and Systems Division are conducted by factory trained engineers and technicians who are acutely aware of proprietary engineering, manufacturing, and assembly processes that afforded certification with UL and ANSI equipment construction standards.

Any warranty work performed by Eaton's Electrical Engineering Services and Systems, on Eaton equipment, maintains continuous coverage for the complete duration of the original factory warranty.

Thank you for the current and future opportunities to continue to serve you.

Very truly yours,

Brian Brickhouse
President, Electrical Systems and Services Group, Americas

TO: Goshen Board of Public Works & Safety
        Mayor Jeremy Stutsman
        Member Mike Landis
        Member Mary Nichols

DATE: February 15th, 2021

FROM: Jose' Miller, Chief of Police

Reference: Promotion of Curtis J. Weldy from Sergeant to Lieutenant

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Curtis J. Weldy from the rank of Sergeant to the rank of Lieutenant. Curtis Weldy has held the rank of Sergeant on both afternoon shift and day shift. In addition to his supervisor responsibility, Curtis also serves our department as an instructor specifically with firearms training. Curtis Weldy has been an officer on the Goshen Police Department for approximately eight (8) years. Curtis Weldy was a police officer in Nappanee prior to coming to Goshen Police Department in 2013. Sgt. Weldy has already demonstrated his leadership qualities at our department and will continue to be an asset within our supervision. I am requesting his promotion be retroactive to Friday February 12th, 2021.

Sgt. Weldy will be present for the swear in.
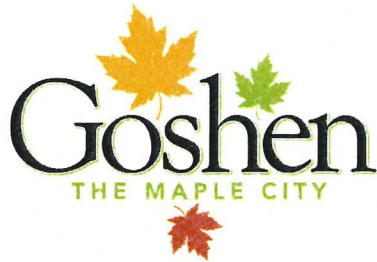

Respectfully,

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

February 15, 2021

To: Board of Public Works & Safety

RE: Bad Debt and Contractual Write Off's

Goshen Fire Department is requesting permission to write off bad debts and contractual write-offs for 2012 through 2020.
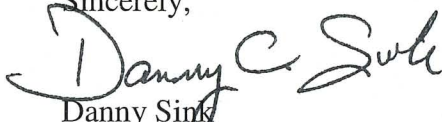
The AccuMed Group did some housekeeping on our older accounts; these accounts may have been on hold by an attorney's office, or appealed to insurance, Medicare or Medicaid. They are now considered too old; these accounts are included in the total write-off request.

The AccuMed Group has billed the patient or responsible party and the appropriate insurance companies and received the amount(s) payable for the services rendered. We must now write off the contractual amounts and the bad debts. These accounts total $963,617.97. Our collection rate is 79%.

We are requesting permission to write off these contractual amounts and bad debts for May 14, 2012 through December 10, 2020.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Danny Sink
Fire Chief

13 February 2021

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: Agreement with Right Stuff for Employee Timekeeping Software and Services

There are more than two dozen different methods currently used to record and track city employees' time. Whether generated as handwritten paper, ribbon-printed punchcard, or other form, each timecard is physically delivered to central payroll in the Clerk-Treasurer's office for manual, individual data entry into ADP online. Accurate administration and tracking of pay, accruals, and benefits across all departments and with so many variations based on labor contracts, various classifications, seniority, etc. is a Herculean task.

I have been amazed with Payroll Administrator Cindy Fee's ability to navigate a dizzying number of quirks and details. Along with Emily Bush-Pearson and the many departmental payroll administrators they have held a "house of cards" together amazingly well.

Nonetheless, the current system is structurally prone to errors, resistant to corrections, susceptible to time fudging, and incompatible with audit and accountability best practices. We can reasonably expect substantial cost savings and efficiency gains as a result of a uniform, modern new system.

After many months of vendor evaluations, we would like to contract with RightStuff for timekeeping across all departments. Goshen Police Department has been using this vendor for several years with excellent results. Upscaling from an established large department's system (including server/hosting) should be easier and more cost effective than going with an entirely new vendor. Part of the evaluation process has been field testing a redesign of PD time system interface with ADP to export digital files into the payroll system to eliminate all manual transmission and entry. I felt we needed a proof of concept for this key element before committing to a citywide system. At this point I am satisfied with the results of that testing.

Implementing this system, which will involve a team of key city employees led by a Right Stuff contact person, will entail some significant changes for many city employees, detailed review and revision of timekeeping policies, and cooperation with departments to develop customized solutions to their particular needs. As such, Mayor Stutsman's recognition of the need for this modernization and his support is important and much appreciated.

Requested motion: Approve the Software License Agreement with Right Stuff Software and authorize the Clerk-Treasurer to execute the Agreeement.

SOFTWARE LICENSE AGREEMENT

END USER

AGREEMENT by and between Right Stuff Software Corporation ("Right Stuff") located at 4036 North Hampton Drive, Powell, Ohio 43065, and the City of Goshen, located at 202 S. 5th Street, Goshen, IN 46528 (the "Licensee").

1.   LICENSE

In accordance with the terms herein, Right Stuff grants to Licensee, and Licensee accepts from Right Stuff, a perpetual non-exclusive and non-transferable license to use the current object code version of Right Stuff's Software. Licensee may install the Software specified in the description of the Software attached as Exhibit A.

Licensee's use is restricted so that Licensee may not:

(a) Sublicense, sell, lease, or rent the Software;
(b) Decompile, disassemble, reverse engineer the Software;
(c) Create a derivative work of the Software;
(d) Use the software by more than the number of concurrent users that have been licensed; or
(e) Reveal benchmark tests.

2.   OTHER LICENSES

Except as provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted by Right Stuff to Licensee under this Agreement.

3.   THIRD PARTY ACCESS TO SOFTWARE

Licensee will not allow any third party to have access to the Software or Software Products without Right Stuff's prior written consent. Licensee will not have any rights to grant any sub-license, sub-franchise or lease of or otherwise transfer any of its rights to the Software and Related Materials under this Agreement without the prior written consent of Right Stuff.

4.   TERM OF AGREEMENT

The initial term of this Agreement is for a period 3 years which commences when Licensee accepts or is deemed to have accepted the Software which is the subject of this Agreement. Upon the expiration of the initial term of this Agreement, the Agreement will automatically renew for additional 1 year terms unless Licensee has provided to Right Stuff 90 days written notice of Licensee's intent not to renew. For each renewal period, Right Stuff's fees may be subject to an annual increase not to exceed 3% per year.

5.   COPIES

The license(s) granted herein include(s) the right to copy the Software to use the Software as specified in Exhibit "A" pursuant to this license and for archival and back-up only. In order to protect Right Stuff's copyrights in the

Software, Licensee agrees to reproduce and incorporate Right Stuff's copyright notice in any copy, modifications or partial copy.

6. TRANSFERS

Licensee may physically transfer the Software from (as applicable):

a. one stand-alone computer or network node to another standalone computer network node; or
b. one server to another server, provided the Software is used on only one computer, network node or server(s) (web and database) at a time; or
c. the same number of stand-alone computers, network nodes or server to the same other standalone network nodes or servers.

7. PRICE AND PAYMENT

Licensee shall make payment to Right Stuff for the Software license pursuant to the fees and payment terms set forth in Exhibit A.

8. SOFTWARE OWNERSHIP

Right Stuff represents that it has all rights required to licensee the Software and all portions thereof and to grant Licensee the license.

9. OTHER SERVICES

Right Stuff may provide Licensee with consulting services, software maintenance, and technical support through separate agreements if not covered under this agreement. Exhibit A will provide for the terms of this agreement, which includes consulting services, software maintenance and technical support.

10. TITLE TO SOFTWARE SYSTEMS

The Software and all copies thereof are proprietary to Right Stuff and title thereto remains with Right Stuff. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications or derivative works belong to and shall remain in Right Stuff. Licensee shall not sell, transfer, publish, or otherwise make available the Software or copies thereof to others. Licensee agrees to secure and protect each module, software product, documentation and copies thereof in a manner consistent with the maintenance of Right Stuff's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder. All copies made by the Licensee of the Software and other programs developed hereunder, including translations, compilations, partial copies with modifications and updated works, are the property of Right Stuff. Violation of any provision of this paragraph shall be the basis for immediate termination of this License Agreement.

11. ADDITIONAL INTELLECTUAL PROPERTY RIGHTS

The parties agree and acknowledge that the services to be provided under this Agreement by Right Stuff may result in the development of proprietary and secret information, materials, concepts, applications, technologies, systems, solutions, techniques, methods, processes, adaptations and ideas ("Propriety Information"). The parties agree that such Propriety Information shall in the absence of an agreement to the contrary, belong to Right Stuff and Licensee shall have a non-exclusive license to use such. Licensee hereby agrees that the Software and all materials incidental thereto developed by Right Stuff under this Agreement shall be the sole and exclusive

property of Right Stuff, and that Right Stuff shall own all of the rights, title and interest in such Software, including but not limited to any copyrights, patents, trademarks and trade secrets relating to the Software. Where applicable, Licensee hereby agrees to cooperate with Right Stuff in securing or registering any such rights.

12. ASSIGNMENT

Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Right Stuff.

13. CONFIDENTIALITY

To the extent permitted by applicable law, each party agrees to afford the other party's Proprietary Information the same degree of protection against unauthorized use or disclosure as each party normally provides for its Proprietary Information, provided that each party's obligation shall not apply to information which:

    i)   Is known to the receiving party at the time of disclosure by the disclosing party;

    ii)   Is now or hereafter in the public domain through no fault of the receiving party;

    iii)   Is developed independently by the receiving party; and

    iv)   Is generally known or available from third parties without restriction; and

    v)   Is subject to public records laws; and

The term "Proprietary Information" means documented information or software which at the time of its disclosure to the receiving party is identified as Proprietary by an appropriate stamp or legend.

14. WARRANTY

(a)   **RIGHT STUFF WARRANTS THAT SOFTWARE WILL CONFORM TO RIGHT STUFF'S CURRENT PUBLISHED SPECIFICATIONS WHEN INSTALLED AND WILL BE FREE OF DEFECTS WHICH SUBSTANTIALLY AFFECT SYSTEM PERFORMANCE FOR A PERIOD OF 90 DAYS AFTER INSTALLATION.**

(b)   **IN THE EVENT OF AN ALLEGED DEFECT, THE LICENSEE MUST NOTIFY RIGHT STUFF IN WRITING, WITHIN NINETY (90) DAYS OF DELIVERY OF THE SOFTWARE TO THE LICENSEE (NOT INCLUDING DELIVERY OF ANY SUBSEQUENT MODIFICATIONS TO THE SOFTWARE), OF ITS CLAIM OF ANY SUCH DEFECT. IF THE SOFTWARE IS FOUND DEFECTIVE BY RIGHT STUFF, RIGHT STUFF WILL AT ITS OPTION CHOOSE TO CORRECT OR WORK AROUND ERRORS TO REPLACE DEFECTIVE MEDIA OR REPLACE THE SOFTWARE WITH FUNCTIONALLY EQUIVALENT SOFTWARE. IN THE EVENT THAT, WITHIN A REASONABLE PERIOD OF TIME AFTER NOTIFICATION, SUCH REPAIRED, REPLACED, OR SUBSTITUTE SOFTWARE CONTINUES NOT TO PERFORM ACCORDING TO CURRENT PUBLISHED SPECIFICATIONS, LICENSEE MAY, AT ITS OPTION, TERMINATE THE AGREEMENT.**

(c)   **THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY RIGHT STUFF. RIGHT STUFF MAKES AND LICENSEE RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF**

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RIGHT STUFF SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF RIGHT STUFF FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE SYSTEMS.

(d)   **IF ANY MODIFICATIONS ARE MADE TO THE SOFTWARE BY LICENSEE DURING THE WARRANTY PERIOD, THIS WARRANTY SHALL IMMEDIATELY BE TERMINATED. CORRECTION FOR DIFFICULTIES OR DEFECTS TRACEABLE TO LICENSEE'S ERRORS OR SYSTEMS CHANGES SHALL BE BILLED AT RIGHT STUFF'S STANDARD TIME AND MATERIAL CHARGES ($125 PER HOUR).**

(e)   **RIGHT STUFF DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR THE OPERATION OF THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.**

(f)   **LICENSEE IS SOLELY RESPONSIBLE FOR ANY POLICY, PROCEDURE, PRACTICE, OR OTHER "LOCAL" MATTER LICENSEE DIRECTS OR REQUESTS LICENSOR TO IMPLEMEMENT AS A SOFTWARE OPTION. LICENSEE ACCEPTS RESPONSIBILITY FOR ANY SOFTWARE OPTIONS THAT ARE IMPLEMENTED AT ITS SOLE REQUEST OR DIRECTION OF SUCH SOFTWARE OPTION VIOLATES LOCAL, STATE AND/OR FEDERAL LAWS. AS ADDITIONAL CONSIDERATION FOR THIS LICENSE, LICENSEE WILL CAUSE LICENSOR TO BE INCLUDED AS AN ADDITIONAL COVERED PARTY FOR INJURY ARISING OUT OF A POLICY, PROCEDURE, PRACTICE OR OTHER "LOCAL" MATTER LICENSEE DIRECTS OR REQUESTS LICENSOR TO IMPLEMENT AS A SOFTWARE OPTION TO THE STANDARD PRODUCT, OF SUCH POLICY, PROCEDURE, PRACTICE, OR OTHER LOCAL MATTER, VIOLATES AN APPLICABLE LAW OR REGULATION. LICENSOR'S COVERAGE AS AN ADDITIONAL COVERED PARTY SHALL END WHEN THIS LICENSE TERMINATES."**

15. SYSTEM MAINTENANCE

Licensee will from time to time require maintenance and support regarding the use of the software. Right Stuff and Licensee agree as follows:

Obligations of Right Stuff

(a)   Right Stuff will promptly notify Licensee of any material defects or malfunctions in the Software or related documentation that it learns from any source.

(b)   Right Stuff will, from time to time, supply Licensee with copies of the Software and relevant documentation revised to reflect significant updates and enhancements to the Software made by Right Stuff, if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation. Right Stuff will supply copies of any of these updates and/or enhancements without additional charge.

(c)   Within a reasonable time after being given written notice thereof, Right Stuff will correct inherent material errors in the Software that are not caused by the Customer's misuse, improper use, alteration or damage to the Software.

16. INDEMNITY

Right Stuff, at its own expense, will defend any action brought against Licensee and indemnify Licensee for any damages awarded against Licensee in any action to the extent that it is based on a claim that any software system used within the scope of this License Agreement infringes any U.S. patents, copyrights, license or other property right, provided that Right Stuff is immediately notified in writing of such claim. Right Stuff shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Right Stuff's prior written approval.

If, as a result of any claim of infringement against any patent, copyright, license or other property right, Right Stuff is enjoined from using the Software, or if Right Stuff believes that the Software is likely to become the subject of a claim of infringement, Right Stuff at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable Right Stuff may discontinue the license granted herein on one month's written notice and refund to Licensee the unamortized portion of the license fees hereunder (based on four years straight line depreciation, such depreciation to commence on the date of this Agreement). The foregoing states the entire liability of Right Stuff with respect to infringement of any copyrights or patents by the Software or any parts thereof.

17. PROPRIETARY RIGHTS; LICENSE GRANT

You acknowledge and agree that the Service and any necessary software used in connection with the Service (the "Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Right Stuff, you agree not to duplicate, modify, reproduce, rent, lease, loan, sell, give, sublicense, assign, distribute, otherwise transfer, create derivative works based on, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any source code for the Service or the Software, in whole or in part, or to allow or assist any others to do so. Licensee grants you a personal, non-transferable, non-sublicensable and non-exclusive right and license to use the object code of its Software for the sole purpose of accessing and using the Service. You agree not to access the Service by any means other than through the interface that is provided by Right Stuff for use in accessing the Service.

18. <u>CONFIDENTIALITY, SCOPE OF AGREEMENT, AND OWNERSHIP</u>. The provisions of this Section survive any termination or expiration of this Agreement.

(a)   Definitions.

   i.   "<u>Licensee Information</u>" means the following types of information of Licensee and its Affiliates obtained or accessed by Right Stuff from or on behalf of Licensee or its Affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (A) trade secrets and proprietary information; (B) customer lists, business plans, information security plans, business continuity plans, and proprietary software programs; (C) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Licensee's individual customers ("<u>Licensee PII</u>"); and (D) any other information received from or on behalf of Licensee or its Affiliates that Right Stuff could reasonably be expected to know is confidential.

  ii.   "<u>Right Stuff Information</u>" means the following types of information of Right Stuff and its Affiliates obtained or accessed by Licensee from or on behalf of Right Stuff or its Affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (A) trade secrets and proprietary information (including that of any Right Stuff Licensee, supplier, or licensor); (B) Licensee lists, information security plans, business continuity plans, all information and documentation regarding the Deliverables, all software Products (including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, models, methods, processes, logic, architecture, and designs embodied or incorporated therein), and the terms and conditions of this Agreement; (C) any personally identifiable information, defined as information that can identified to a particular person without unreasonable effort, such as the names and social security numbers of Right Stuff employees; and (D) any other information and data received from or on behalf of Right Stuff or its Affiliates that Licensee could reasonably be expected to know is confidential.

 iii.   "<u>Information</u>" means Licensee Information and Right Stuff Information. No obligation of confidentiality applies to any Information that: (A) the receiving entity ("<u>Recipient</u>") already possesses without obligation of confidentiality, develops independently without reference to Information of the disclosing entity ("<u>Discloser</u>"), or rightfully receives without obligation of confidentiality from a third party; or (B) is or becomes publicly available without Recipient's breach of this Agreement.

(b)   <u>Obligations</u>. Recipient agrees to hold as confidential all Information it receives from the Discloser. All Information shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Right Stuff use of Licensee Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, and developing data analytics models to produce analytics-based offerings. Licensee agrees that prior to providing Right Stuff access to any Licensee PII, Licensee shall ensure that any necessary consent has been obtained that is required by law or regulation for Right Stuff to access the information and to use it pursuant to the terms set forth in this Agreement. Right Stuff specifically agrees not to use or disclose any "non-public personal information" about Licensee's customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act or the regulations issued thereunder ("**GLB**"), as applicable to Right Stuff. Recipient may disclose Information to: (i) its employees and employees of permitted subcontractors and Affiliates who have a need to know; (ii) its attorneys and

accountants as necessary in the ordinary course of its business; and (iii) any other party with Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the case of clause (ii) a professional obligation of confidentiality from) such party sufficient to require that party to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this section by any of the above parties. Recipient may disclose Information to the extent required by law or legal process, provided that (A) Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order, (B) Recipient reasonably cooperates with Discloser (at Discloser's expense) in seeking such protective order, and (C) all Information shall remain subject to the terms of this Agreement in the event of such disclosure. At Recipient's option, Information will be returned to Discloser or destroyed (except as may be contained in back-up files created in the ordinary course of business) at the termination or expiration of this Agreement or the applicable Exhibit and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence. Recipient acknowledges that any breach of this section may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

(c) <u>Scope of Agreement</u>.

  i. Licensee may only use the Deliverables to process the transactions contemplated by this Agreement.

  ii. Licensee's use of the Deliverables in the course of Licensee's business is restricted to only those uses expressly stated in this Agreement and the attached Exhibits. Licensee acknowledges that the Deliverables were designed by Right Stuff in accordance with Licensee's specifications, and that any use of the Deliverables beyond what is specified in this Agreement and the attached Exhibits is prohibited. **USE OF THE DELIVERABLES BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT AND THE ATTACHED EXHIBITS WILL VOID ANY EXPRESS OR IMPLIED WARRANTIES MADE BY RIGHT STUFF.** Without limiting any other obligation by Licensee or remedy available to Right Stuff under this Agreement or its Exhibits, Right Stuff shall have the right to require Licensee to enter into a new and separate agreement for any use of the Deliverables that is beyond what is specified in such Exhibits.

(d) <u>Ownership</u>. With the exception of Licensee Information, all information, reports, studies, object and source code (including without limitation the Products and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible material of any nature whatsoever produced by Right Stuff or jointly with Licensee or by any of Right Stuff's or Licensee's employees or agents, through or as a result of or related to any of the Deliverables provided hereunder or development of any data analytics models hereunder, and all patents, copyrights, and other proprietary rights related to each of the foregoing, shall be the sole and exclusive property of Right Stuff or its Affiliates. Licensee hereby irrevocably assigns and transfers to Right Stuff all rights, title, and interest in any such works referenced in the foregoing sentence, including without limitation copyrights, patent rights, trade secrets, industrial property rights, and moral rights, and shall execute all documents reasonably requested by Right Stuff to perfect such rights. Licensee shall be entitled to use all such work product in accordance with the applicable terms and conditions of this Agreement.

(e) <u>Restrictions</u>. Without limiting any other obligation set forth in this section, Licensee shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner that competes with the business of Right Stuff. Except as expressly authorized in an Exhibit, Licensee shall not: (i) use the Deliverables to provide services to third parties including Licensee's parents, subsidiaries, affiliates, or any other entities within the Licensee's holding company; or (ii) reproduce,

republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form, over or through any medium.

Licensee acknowledges and understands that any violation of this subsection would put Right Stuff's valuable and vital intellectual property at risk and severely compromise Right Stuff's ongoing business concerns. Right Stuff and Licensee agree that any violation of this subsection constitutes a material breach of this Agreement, and that damages suffered by Right Stuff as a result of this breach will be substantial and difficult to estimate with certainty.

19. TERMINATION

Licensee shall have the right to terminate this agreement and license(s) granted herein:

(a) Licensee has the right to immediately terminate this Agreement in the event Right Stuff neglects or fails to perform or observe any of its obligations under this Agreement and such condition is not remedied within 60 days after Right Stuff's receipt of written notice by Licensee to Right Stuff setting forth Right Stuff's alleged breach.

(b) In the event of termination by reason of the Licensee's failure to comply with any part of this agreement, or upon any act which shall give rise to Licensee's right to terminate, Licensee shall have the right, at any time, to terminate the license(s). Within five (5) days after termination of the license(s), Licensee shall return the Software and documentation and all copies wherever located to Licensor, or upon request by Licensor, to destroy the Software and all copies, and certify in writing that they have been destroyed. In the event that Licensee terminates this Agreement for cause pursuant to this section, Licensor shall refund to Licensee the unamortized portion of the license fees hereunder (based on four years straight line depreciation, such depreciation to commence on the date of this Agreement).

(c) Licensee may terminate this agreement after the initial contract period and/or renewal period has been completed by providing 90 days written notice to Right Stuff prior to the expiration period of the term in effect and provided payment in full has been made and Licensee returns the original and all copies of Software to Right Stuff. Payment in full means the initial cost has been paid and monthly fees are paid up to date.

(d) In the event that the Licensee chooses to abandon the project for any reason other than Right Stuff gross negligence prior to the initial rollout of the Software, Licensee will agree to pay Right Stuff $6,250.00, which is 25% of the initial price of the system. This is to cover the initial time and materials of the effort.

20. LIMITATION OF LIABILITY

(a) **<u>NO SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES</u>.**

LICENSEE AGREES THE MAXIMUM LIABILITY ASSUMED BY RIGHT STUFF UNDER THIS AGREEMENT, REGARDLESS OF THE CLAIM OR FORM OF ACTION OR SUIT, WHETHER IN CONTRACT, NEGLIGENCE, OR TORT, WILL BE LIMITED TO CORRECTION OR REPLACEMENT COSTS. RIGHT STUFF WILL NOT BE LIABLE FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE SOFTWARE, SOFTWARE PRODUCTS AND

SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, EVEN IF RIGHT STUFF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY RIGHT STUFF TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND RIGHT STUFF'S REASONABLE CONTROL; OR (C) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST RIGHT STUFF MORE THAN 2 YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

(b) **LIMITATION OF LIABILITY**.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, RIGHT STUFF'S LIABILITIES UNDER THIS AGREEMENT ON ANY CLAIMS BY LICENSEE (OTHER THAN A CLAIM RESULTING FROM A BREACH THAT RESULTS IN UNAUTHORIZED ACCESS TO OR DISCLOSURE OF LICENSEE'S CONFIDENTIAL OR PERSONAL INFORMATION, OR FROM A THIRD-PARTY CLAIM FOR INFRINGEMENT), WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY RIGHT STUFF AND PAID BY LICENSEE FOR RIGHTS TO USE THE SOFTWARE.

EACH PARTY WILL BE RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS AND WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT ARISE OUT OF THAT PARTY'S OWN NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OR ARE DUE TO THE NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OF THAT PARTY'S RESPECTIVE AGENTS, OFFICERS, OR EMPLOYEES.

21. GENERAL

(a) <u>Interpretation</u>.

Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

(b) <u>Force Majeure</u>.

Dates or times by which Right Stuff is required to make performance under this license shall be postponed automatically to the extent that Right Stuff is prevented from meeting them by causes beyond its reasonable control.

(c) <u>Applicable Law</u>.

This Agreement and performance hereunder shall be governed by the laws of the State of Indiana.

(d) <u>Severability</u>.

If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.

(e) <u>Assignment</u>.

The Licensee may not assign or sub-license, without the prior written consent of Right Stuff, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. A sale of substantially all of Licensee's assets to a third party or any transfer of more than 50% of the voting stock of Licensee to a third party shall not constitute an assignment under this license.

(f) <u>Jurisdiction and Venue</u>.

The parties agree that any disputes that arise between the parties are subject to suits and claims which may only be brought in the state and federal courts located in Elkhart County, Indiana.

(g) <u>Compliance with Laws</u>.

Right Stuff and Licensee each will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes including, but not limited to, Right Stuff's and Licensee's obligations as employers with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals and inspections of Right Stuff's and Licensee's performance of this Agreement.

(h) <u>Waiver of Breach</u>.

No waiver of breach or failure to exercise any options, right or privilege or failure to enforce at any time any provision or any portion of any provision under the terms of this Agreement or any order on any

occasion or occasions will be construed to be a waiver of the same or any other option, right, privilege, or right to enforce such provision on any other occasion. No delay or failure of either party in exercising any rights under this Agreement and no partial or single exercise of any rights under this Agreement will be deemed to constitute a waiver of such rights or any other rights under this Agreement.

(i)   <u>Risk of Loss</u>.

Risk of loss or damage to Software and/or Software Products licensed by Licensee under this Agreement will vest in Licensee when the Software and/or Software Products have been received by Licensee, or its representative, provided that such loss or damage is not caused by Right Stuff, its employees or agents.

(j)   <u>Section Headings</u>.

The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of intent of this Agreement and do not in any way affect its provisions.

(k)   <u>Alteration by Licensee</u>.

Right Stuff will not be responsible in any regard for any Software which is altered by Licensee and Licensee assumes any and all risks and liabilities arising from such alteration.

(l)   <u>Attorney's Fees</u>.

In any action brought by either party to enforce its rights under this Agreement, the prevailing party is entitled to recover from the unsuccessful party reasonable attorney's fees, legal costs, an expenses incurred by that party in connection with such action.

(m)   <u>Binding Effects</u>.

This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their successors.

(n)   <u>Specifications</u>.

Right Stuff reserves the right, without prior approval from or notice to the Licensee, to make changes to the Software and Software Products and to substitute Software and Software Products reflecting those changes provided the Software and Software Products delivered substantially conform to the new specifications.

(o)   Right Stuff and Licensee are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.

(p)   Licensee shall not, without Right Stuff's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by Right Stuff and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with Right Stuff, or (ii) termination or expiration of this Agreement. "<u>Restricted</u> <u>Employee</u>" means any former or current employee of Right Stuff that Licensee became aware of or came into contact with during Right Stuff's performance of its obligations under this Agreement.

(q)   Licensee and Right Stuff shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and Licensees, provided that in so doing Licensee and Right Stuff do not breach any other sections of this Agreement. Right Stuff may issue a press release, subject to Licensee's prior approval, regarding this Agreement, including its renewal and the addition of Deliverables, and upon Right Stuff's reasonable request, Licensee agrees to provide a favorable quotation, for inclusion in any such press release. Except as authorized herein, Licensee will not use the name, trademark, logo or other identifying marks of Right Stuff or any of its Affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Right Stuff. Any such authorized or approved use shall at all times comply with Right Stuff's Trademark Usage Guidelines.

(r)   <u>Information Security</u>. Unless otherwise noted, all Right Stuff applications and data used within Right Stuff applications shall be maintained behind the Licensee's firewall and secured according to Licensee's information security program.

(s)   The Parties agree to execute any and all documents necessary to carry out the terms and conditions of this Agreement and the contemplated relationship between the Parties.

RIGHT STUFF SOFTWARE CORP.:   LICENSEE:

Name: Richard S. Lubanovic, Jr.   Name: _____
              (Print)   (Print)

Address: 4036 North Hampton Drive   Address: _____
                 Powell, OH 43065   _____

Signature: _____   Signature: _____

Title: President   Title: _____

Date: _____   Date: _____

EXHIBIT A

1. SOFTWARE

    Software means the following programs in object code and related online documentation.

    The number of users permitted to use the Software under this license is 280 Full Time and 100 Part Time users, including the existing Police personnel.

2. SYSTEM REQUIREMENTS

    The detailed requirements for the system to be delivered are documented in the attached Project Proposal, for the Employee Timekeeping and Scheduling Software Package dated January 26, 2021.

3. LICENSE FEES

    All payments are to be made in U.S. dollars, payable net 60.

    Fees are as stated in the proposal of October 12, 2020:
    Initial setup and training: $25,000

    Due to COVID-19, initial consultation, setup and training will be performed remotely. Additional site visits will be billed at a rate of $2,000 per day.

    The initial setup fee is due at implementation. Monthly license fees begin in the month following the go live date.

    The licensing fee for the product is based upon the number of employees using the system.   Licensing is as follows and is billed semi-annually:

    This contract will also replace the current Police contract.

    License Fees:

    Licensing and Support:

    Police (existing users) ………………. $ 675   per month for up to 80 users
    Remainder of City (new users) …….. $2,100   per month for up to 200 full-time and 100 part-time users
    Total ………………………………… $2,775   per month

    The initial contract is a three year term. Licensing includes technical support and product maintenance.

    Licensing includes business hour email and phone support. This support includes system setup changes

    that can occur with periodic assignment changes and general personnel setup alterations. Year-end

    activities are also covered under this fee, which can include holiday generation and leave bank

    adjustments. This fee is subject to annual increase after the initial term not to exceed 3% per year.

Licensing fees will begin in the calendar month following the initial rollout and are billed semi-annually. This fee also entitles the Licensee to obtain software updates to the Precinct Manager product as they become available. Also, if the employee contract rules change, Right Stuff will alter the configuration as needed and make any minor software modifications if necessary free of charge for changes that require less than 40 hours to implement. In addition, once the Licensee has signed off on the functionality of the software, for any changes plus the total of all technical support incidents exceed 40 hours in a month, a fee of $150 per hour will be charged to cover this effort.

City of Goshen, Indiana

Project Proposal
Employee Timekeeping and Scheduling
Software Package
January 26, 2021

Location: Powell, Ohio

1.1 Letter of Intent

October 12, 2020

Adam Scharf
City of Goshen
202 S. 5th Street Suite 2
Goshen, IN 46528

Dear Mr. Scharf:

This letter of intent is submitted to the City of Goshen to indicate that Right Stuff Software Corporation would like to provide a solution to automate time and attendance for all groups. The proposed software for this specification is Right Stuff Software's Precinct Manager which can be tailored to meet your needs.

The software has been designed to handle a work force which operates in a 24-hour multiple shift environment. It is a forms-based time tracking system, with a strong emphasis on reducing paperwork for Supervisors and Timekeepers. It is modern and web-based, using the latest technology. Based on the requirements of the city, we will be able to deliver an excellent solution for your work environment with minor modifications to the system.

We welcome the opportunity to provide a solution to the City of Goshen. Thank you for your consideration.

Sincerely,

Rick Lubanovic, President

4036 North Hampton Drive

Powell, OH 43065

Phone – 614.734.1899

Email – rlubanovic@rightstuffsoftware.com

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1.2 Contents

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1.3 General Product Features

Precinct Manager was designed to reduce labor costs at all positions within the scheduling and payroll areas. The system will reduce paperwork and ease the burden of the business process.

Product Features:

- Web-based, easy to use interface

  Precinct Manager was designed with ease-of-use as its core. Each screen is configured to have only the required functionality and user choices, to ensure simplicity and ease of use by your employees. Terminology and application behavior is consistent across all features of Precinct Manager. Functionality is organized based on employee roles (i.e. supervisor) and exposed only to those employees that need it.

- Maintain the complicated schedules of 24 hr operations.

  There are several different features of Precinct Manager that are designed to effectively maintain and manage the complicated schedules of a 24 hr operation. Precinct Manager has multiple flexible scheduling views so that you can get an overview of an entire month or you can narrow in on a particular week, day, shift or employee.

- Labor contracts handled via configuration

  The system can be configured to handle a standard work schedule or up to a variable hour flexible schedule. Job assignments can be changed on a permanent or temporary basis as needed. Employees or groups of employees can be setup to maintain separate timesheet, payroll, accrual, and leave bank rules to accommodate multiple labor contracts.

- Electronic forms for all leave categories

  All basic leave categories are supported with a specific electronic form, with or without pay. Any leave categories not specifically built into the system can be handled using a special leave form, or if more intense tracking is desired, can be handled by adding a new form.

- Electronic forms for all 'extra hour' categories

  Overtime, comp time, credit hours - the system is able to handle all extra hour functionality. Extra hours can be paid or banked.

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- Streamline payroll with auto-populated timesheets

  Once an employee has submitted a leave slip, the schedule is automatically updated. When the form is approved, the employee's timesheet will automatically reflect the form based on the rule sets of the employee's contract.

- Capability to correct a previously submitted timesheet and automatically adjust balances in each subsequent pay period

  All of the time forms and timesheets can be edited by authorized personnel as needed. Records are corrected as required, and this information propagates through the entire system.

- Provide the capability to automatically export data for payroll processing.

  Payroll information can be formatted for delivery and transmission purposes. This functionality can eliminate a major manual step, and eliminate keystroke errors while still providing rich functionality for review of payroll before export.

- Reporting is easy-to-use and robust

  The system comes with a number of built-in reports. As part of the package, additional reports can be added to the system to precisely fit your business needs. These reports are flexible and powerful while still being easy to use.

- Access the application remotely over the internet

  The entire product is web-based. All functionality can be accessed anytime, from anywhere – or not, depending on your business and security needs.

- Provide the capability to interface with your network security infrastructure.

  The system can be secured using industry standard methods. We will work with your staff to implement the most effective strategy for your needs.

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1.4 High Level Feature Information

Precinct Manager is a browser-based scheduling system that manages personnel, labor contracts, special events and other items that impact scheduling, staffing and payroll.

1.4.1 Precinct Manager Modules

Precinct Manager is comprised of several system modules. Each module is built specifically for the role indicated in the module title. Employee and Supervisor modules can be securely accessed from the Internet if desired.

- *Employee*
- *Supervisor*
- *Timekeeper*
- *Personnel*

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1.4.1.1 Form Workflow

Example Workflow – Requesting Vacation: Precinct Manager operates based on workflow processes. The example shown below is one of over 60 pre-made forms available in Precinct Manager that allows users to perform actions and request approvals. The following example shows how vacation is requested and approved:

Step 1: An employee creates a vacation request from the officer console from the list of forms.

Figure 1. Employee Console -- Forms

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Step 2: The employee completes and submits a vacation request from the employee console.

Figure 2. Vacation Request Form

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Step 3: The employee's request is pending approval.

Figure 3. Request Pending Approval

Step 4: The supervisor is provided a notification to approve the request through the Supervisor Console.

Figure 4. Pending Approval Notification to Supervisor

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<u>*Step 5*</u>*:* The supervisor approves or disapproves the request.

Figure 5. Supervisor Approval

Step 6: The requesting employee is notified of the approval.

Figure 6. Approval Notification to Employee

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Step 7: The Employee's Timesheet, schedule, and leave banks are automatically updated and ready for payroll

Week One

Date	Start Time	End Time	Regular Hours	Vacation	Personal	Sick Uncertified	Sick	Comp Taken	Funeral	Holiday Pay	Holiday CT	Injury Uncertified	Injury	Military	Civic Duty	Sick Time Bank	LO Absence	Absent WO L	Suspend WO Pay	Overtime	Overtime 2x	Comp Earned
3/2/2009	8:00 AM	5:00 PM		8																		
3/3/2009	8:00 AM	5:00 PM		8																		
3/4/2009	8:00 AM	5:00 PM	8																			
3/5/2009	8:00 AM	5:00 PM	8																			
3/6/2009	8:00 AM	5:00 PM	8																			
3/7/2009																						
3/8/2009																						
		Totals:	24	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

March 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 OFF	2 8A-5P V 8A-5P	3 8A-5P V 8A-5P	4 8A-5P	5 8A-5P	6 8A-5P	7 OFF
8 OFF	9 8A-5P	10 8A-5P	11 8A-5P	12 8A-5P	13 8A-5P	14 OFF

Balances as of: 2/7/2011   [Calculate]

Bank	Balance 2/7/2011
Comp	160
Vacation	280
Sick	1024.433
Personal	24
Holiday	72

Summary values represented at start of day prior to leave taken

Personal

Date	Transaction	Balance	Timesheet Status	Notes
7/11/2010	24	24	Baseline	
7/16/2010	-8	16	Approved	
7/19/2010	-8	8	Approved	
7/20/2010	-8	0	Approved	
1/1/2011	24	24	Approved	Leave Bank Adjustment: 2011 ALLOCATION
2/7/2011	0	24	-	Current balance as of this morning
3/9/2011	-8	16	Pending	
3/10/2011	-8	8	Pending	
3/11/2011	-8	0	Pending	

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1.4.1.2 Member Management

Personnel Profile: Supervisors can manage payroll detail for an employee, manage forms, as well as access reports and special events. Reports are available in Precinct Manager to allow supervisors to manage the cost of an event based on employee profiles and labor contracts.

Figure 9. Personnel Profile

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1.4.1.3 Duty Roster

Daily Assignment: Employees, supervisors, and other staff can monitor daily assignment and modify as necessary based on sick leave, vacation, etc. The roster is updated based on the use of the forms.

Previous Day	1/31/2011																						Next Day
	7A	8A	9A	10A	11A	12P	1P	2P	3P	4P	5P	6P	7P	8P	9P	10P	11P	12A	1A	2A	3A	4A	5A	6A
Station 1	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Station 2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Station 3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Station 4	5	5	5	5	5	5	5	5	5	5	5	5	6	6	6	6	6	6	6	6	6	6	6	6

Roster 1/31/2011 7 AM - 7 AM Station 3		
Station 3 7 AM - 7 AM		
Lt. Michael Froelich	Day Off	
Lt. Michael Szafarowicz	Assigned	
Lt. Chad Morris	Day Off	
Hatfield, David	Day Off	
Crosby, James	Assigned	
Fritz, Jeremy	Day Off	
Detmer, Terry	Day Off	
Ries, Andrew	Assigned	
Miller, Patrick	Day Off	
Weldon, Justin	Day Off	
Wolfe, James	Day Off	
Walters, Todd	Kelly	

Figure 11. Daily Assignments

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1.4.1.4 Time Record Collection

Time Clock: Precinct Manager has multiple techniques for tracking time based on the type of employee. There are three modes of operation:

1. By Exception – This method assumes that you are at work, unless a leave slip is entered otherwise. This is the easiest way to run the system, with a minimum of forms. This is a good mode for salaried employees, as well as Police, Fire and other regularly scheduled employees.
2. Daily Time Reporting – This method which allows for a daily time form to be submitted, where the user indicates the hours worked. This method is a way to collect time on a daily basis, without the "strict" time tracking offered by the Time Card method. This is a good method for randomly scheduled employees and part-time employees.
3. Time Cards – This method is a basic clock in/clock out model, where the time clock is a feature of the application. Time cards can be created within the application without hardware through the web interface, but the preferred method is to use a Right Stuff provided time clock device which consists of a small touch screen along with a fingerprint reader. The device can also read key fobs or cards in the event that fingerprints are not used. The device can be run over a wireless network, but for the best results a wired network is recommended. Installation will be performed by your maintenance staff if necessary.

You can mix and match the methods within your staff.

1.4.1.5 Scheduling

Managing Vacancies: Precinct Manager allows supervisors to manage vacancies by editing the schedule.

Scheduling within the system is based on using pre-defined schedules as a baseline, then overlaying temporary schedules and overtime.

Assignments are created for all positions to allow for the creation and maintenance of the schedule. The schedule can be reviewed by all employees, or restricted so an employee may only see their immediate group.

	Previous Week	November 2010						Next Week
Sgt Day		**Sunday** 11/28/2010	**Monday** 11/29/2010	**Tuesday** 11/30/2010	**Wednesday** 12/01/2010	**Thursday** 12/02/2010	**Friday** 12/03/2010	**Saturday** 12/04/2010
Sgt. David Woofter		OFF	7A-7P	7A-7P C 5P-7P	OFF OT 7A-3P	OFF	7A-7P	7A-7P V 3P-7P
Sgt. Scott Christopher		11A-7P	OFF OT 7A-3P	OFF OT 11A-3P CT 3P-6P	7A-7P	7A-7P	OFF OT 9:30A-1:30P	OFF
Sgt Night								
Sgt. Frank Dimenna		OFF	7P-7A	7P-7A	OFF	OFF OT 3P-7P	7P-7A	7P-7A OT 3A-7A
Hurley, Stacey		7P-3A	OFF	OFF	7P-7A	7P-7A	OFF	OFF
Day Shift								
Pozuc, Mark		V 7A-3P	V 7A-3P	V 7A-3P	V 7A-3P	C 7A-3P	OFF	OFF
Scholles, Michael		7A-3P OT 3P-7P OT 7P-8P	7A-3P OT 6A-7A	OFF	OFF	7A-3P OT 6A-7A OT 3P-5P	7A-3P OT 6A-7A	7A-3P OT 6A-7A
Wilson, Mark		OFF OT 7A-11A OT 11A-3P	OFF	7A-3P	7A-3P OT 3P-5P	7A-3P	7A-3P	7A-3P
Snyder, Max		7A-3P	7A-3P	OFF	OFF	7A-3P	7A-3P OT 6P-9P	7A-3P
Afternoon Shift								
Ickes, Nathan		V 3P-11P	3P-11P	3P-11P OT 1:30P-3P	OFF CT 8A-11A	OFF CT 3P-6P	3P-11P	3P-11P
Jerin, Stephanie		3P-11P	3P-11P CT 10:45A-1:45P	OFF	OFF	3P-11P OT 11:30A-3:30P	3P-11P	3P-11P
Cirullo, Bernard		OFF	OFF	3P-11P CT 8:30A-11:30A CT 2P-5P	3P-11P	3P-11P	3P-11P	3P-11P
Dornack, Michael		C 3P-11P	3P-11P	3P-11P CT 1P-4P C 9P-11P	3P-11P	3P-11P C 5P-11P	OFF	OFF
Fairhurst, Patrick		C 3P-11P	C 3P-11P	7A-3P	OFF CT 9A-12P	OFF	C 7A-3P	C 7A-3P
Night Shift								
Quillen, David		11P-7A	OFF	OFF CT 12P-3P CT 3P-6P	11P-7A	11P-7A CT 2:45P-5:45P	11P-7A	11P-7A
Wright, Jonathan		OFF	11P-7A	11P-7A CT 1:45P-4:45P	11P-7A	11P-7A OT 3P-7P	11P-7A	OFF
Greer, Vincent		11P-7A OT 7A-11A	OFF CT 8:30A-11:30A	OFF CT 3P-6P	V 11P-7A	V 11P-7A	11P-7A CT 9A-12P	11P-7A
Eichler, Dennis		11P-7A OT 7P-11P	11P-7A	11P-7A CT 1:45P-4:45P CT 2:30P-5:30P	OFF	OFF	V 11P-7A	V 11P-7A

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1.4.1.6 Personal Schedule

A detailed calendar view is available. This is for individual planning purposes.

← Previous Month			January 2011			Next Month →
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
						1 7A-3P OT 7A-3P
2 OFF	**3** OFF	**4** 7A-3P	**5** 7A-3P	**6** 11P-7A	**7** 11P-7A	**8** 11P-7A
9 11P-7A OT 7P-11P	**10** OFF CT 10A-1P	**11** OFF	**12** 3P-11P CT 11:15A-2:15P	**13** 3P-11P	**14** 3P-11P	**15** 3P-11P OT 11P-12A
16 3P-11P OT 12A-12:30A C 7P-11P	**17** 11P-7A	**18** 11P-7A	**19** OFF	**20** OFF	**21** 3P-11P	**22** 3P-11P
23 3P-11P	**24** OFF	**25** OFF CT 9:30A-12:30P	**26** 3P-11P	**27** 3P-11P	**28** 3P-11P S 3P-11P	**29** 3P-11P S 3P-11P
30 OFF	**31** OFF CT 9:30A-4P					

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1.4.1.7 Monthly Schedule

A monthly view of all employees is available. This display is automatically populated when forms are submitted. This is useful when planning for shift coverage.

| Patrol | 2 Selected Shifts | 18 Selected Employees | | Date: |

Previous Month | **Previous Day** | **May 2012** | **Next Day** | **Next Month**

Day Shift	1 Tu	2 W	3 Th	4 F	5 Sa	6 Su	7 M	8 Tu	9 W	10 Th	11 F	12 Sa	13 Su	14 M	15 Tu	16 W	17 Th	18 F	19 Sa	20 Su	21 M	22 Tu	23 W	24 Th	25 F	26 Sa	27 Su	28 M	29 Tu	30 W	31 Th
Sgt. Robert Hankenhof	W	W	X	X	W	W	W	W	X	X	W	W(V)	W	W	X	X	W	W	W(OT)	W(OT)	X	X	W	W	W	W	X	X	W	W	W
Sgt. Brent Bottles	W(OT)	W	W	W	X	X	V	V	V	V	X	X	W	W	W(V)	Q	X	X	W	V	W	W(V)	X	X	W(C)	W	W	OT	X	X	W
Koster, Gerald	W(OT)	W	X	X	W	W	W	W	X	X	W	W(OT)	W(OT)	W	X	X(OT)	W	W	W	X	W	X	W(V)	W	W	W	X	X(OT)	W	W	W
Borman, Michael	W	W	W	S	X	X	W	W	W	W	X	X	W	W	W	V	X	W	W	W	W(V)	X	X	W	W	W	OT	X	X	W	W
Pelwecki, Kevin	W	W	X	X	W	W	W	W	X	X	W	W(Q,OT)	W	X	W	TR	SP	S	W	X	X	C	W	W	W(C)	X	X	X	W	W	W
Kish, Robert	X	X	W	W	W(V)	W	X	X	W	W	W	V	X	X	W	W(OT)	TR	W	X	X	W	W(OT)	W	W	X	X	V	OT	W	W	X
Munch, John	W(OT)	W(OT)	W	W	X	X	W	W	W	W(OT)	X(CT)	X	W	Q	V	V	X	X	V	V	V	V	X	X	V	V	V	OT	X	X(CT)	W
Afternoon Shift																															
Sgt. Jeffrey Judge	X	X	W	W(OT)	W	W	X	X	W(CT)	W	W	W(OT)	X(OT,OT)	X	C	W(CT)	W	W	X	X	C	W	W	W	X	X	W(OT)	W(OT)	W	W(CT)	X
Herrera, Daniel	W	W	X	X	W(V)	W(V,V)	W	W	X(CT)	X	V	P	V	V	X	X	V	V	V	V	A	X(OT)	W	W	W(OT,A)	X	X	X	W	W	W
Marsh, Brian	W	W	X	X	V	W	W	W	X(CT)	X	W(OT)	W(OT,OT)	W	W(CT)	X	X	W	W	W	X	X	TR	TR	W	W	W	X	X(CT)	W	W(CT,CT)	W
Miller, Matthew	X	X	W(OT,C)	W	C	C	X	X	C	W(CT)	W	C	X	X	W	W(CT,CT)	W	W	X	X	W(CT)	TR	W	W	X	X	C	OT	V	W(CT)	X
Charest, Patrick	X(CT)	X	W(OT)	W	W(OT,OT)	W(OT)	X	X	W(CT)	W	W(CT)	P	X	X	W(OT)	W	W(CT,C)	W	X	X	W(CT)	W	W	C	X	X	C	OT	W	W(CT)	X
Midnight Shift	1 Tu	2 W	3 Th	4 F	5 Sa	6 Su	7 M	8 Tu	9 W	10 Th	11 F	12 Sa	13 Su	14 M	15 Tu	16 W	17 Th	18 F	19 Sa	20 Su	21 M	22 Tu	23 W	24 Th	25 F	26 Sa	27 Su	28 M	29 Tu	30 W	31 Th
Sgt. Sarah Toth	W	W	C	W	X	X	V	W	W	X(CT)	TR	X	W	W	W	W	X	X(CT)	W	W	W	W	X	X	W(CT)	W	W	OT	X	X	W
Tanner, John	W	W(CT)	X(CT)	X(CT)	W	W	W(CT,A)	W	X	X	W(CT)	W(OT,A)	W	W	X	X	W(CT)	W(CT)	W	C	X(CT)	X	W	W(CT,C)	W	W	X	X	W	W	C
Vanderhorst, Thomas	X	X	W	W	W	W	X	X	V	W	W	W(OT)	X	X	W	W	W	W	X(OT)	X	W	W(CT)	W	W(CT)	X	X(OT)	W(OT,V)	OT	W	W	X
Bouyer, Shawn	X	X	W	M	M	W(C)	X	X	W(V)	W(V)	W	V	X	X	W	W	W(OT)	W	X	X	V	TR	TR	W	X(OT)	X	W	OT	W(V)	W	X
Steinman, Kevin	W	W	X	TR	X	X	W	W(OT)	W	W(CT)	X(CT)	SP	X(OT)	W	W	W	X(CT)	X	W(SP)	W	W	W(OT)	X	X(CT)	W(OT,C)	W	W	OT	X	X(CT)	W
Mussery, Kelli	S	S	S	S	X	X	S	S	V	V	X	X	V	V	V	V	X	X	V	V	V	V	X	X	W	W	W	OT	X	X(CT)	C

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1.4.1.8 Security

Application Security: Each of the functions of the Precinct Manager system (Employee, Supervisor, etc.) is confined within an application, or "console." These consoles are locked down on a per-user basis – only people granted access to Supervisor can access Supervisor. Consoles are designed to isolate functionality and provide access based on particular permissions provided to the user.

User Roles: Each user can be configured to have different privileges or roles within each console. Roles are typically used to enforce limitations to various features of the system and read and write privileges of the schedule, forms, timesheets, and leave banks.

Security can be set up on the application at the web site level. User authentication can be handled by usernames/passwords within the application, or integrate with your Microsoft Windows network and use its authentication system. Local IT requirements will be implemented as required.

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1.5 Hardware and Software Requirements

1.5.1 Software Requirements

Workstation
Because Precinct Manager is a browser-based software application, there is no need to install any product on the client desktop. It is currently required that the workstations have Microsoft Internet Explorer version 9 or greater installed, though this version requirement will increase in the future.

Precinct Manager is built to scale to allow you to add a significant amount of users without impacting performance. Bandwidth needs are minimal because the sizes of transaction data are extremely small.

Server
Precinct Manager requires the following software to be installed:

- Windows 2008 R2, 2012 or greater server – only one license is required even if failover architecture is deployed
- Microsoft SQL Server 2008 R2, 2012 or greater – An unlimited-user license is required
- Internet Information Service (IIS)
- .NET runtime v4.0

No third party tools or components are used within Precinct Manager for ease of continued maintenance. We will work with your IT department to determine licensing needs for Microsoft components if required.

1.5.2 Hardware Requirements

Any server able to run Windows Server 2008R2 or greater can run Precinct Manager – virtualized or physical. We will work with your IT department to ensure our software is running on a platform that will meet your needs.

At this time is has not been determined if the City of Goshen or Right Stuff will provide a hardware environment for this project.

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1.6 Additional Deliverables

Installation, training, documentation and support are provided in the package. You will be provided with all that is necessary for a successful implementation.

Customizations:

Based on our initial discussions, the areas of customization that are required for this project are as follows:

1. From our discussions, the base package includes the features that are needed for the group. The effort will be in setting up the system to match the user groups within the departments.

Training:

1. Due to COVID-19, training will be performed remotely in a train-the-trainer setting. This training will be provided as 1 to 2 hour sessions as needed for the various groups. What is most effective is a basic training for all users who can attend, and a supervisor level training for the more advanced users. Pricing will be based on a 4 hour block of training.

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1.7 Installation Plan

The target rollout requires between 90 and 150 days depending upon the scope of the project. It is estimated that the easier groups may be operational within 6 weeks. For a successful rollout of the system, the following plan is suggested:

First 30 days – Analyze the forms and required signatures to be used. Create job assignments for all jobs within a group. Add the user information for each user. Set up payroll contracts as required.

Within 30 days of agreement – Analyze existing hardware and install the base system. Set up the system configuration to prepare for initial testing.

Next 30 – 60 days – Enter a quality assurance (QA) cycle that will test out payroll functionality. Insure that the system will produce an accurate payroll when compared to the current paper-based process.

Complete any software customizations.

Upon completion – Hold a training session to prepare the user community.

Prepare for rollout and deliver the support plan.

When ready – Rollout software.

Within 30 – 45 days – Final signoff of the project.

All groups may not be turned on at once; this will be a staged activity. It will be possible to overlap stages of this implementation across groups to roll this out as quickly as desired.

The timing of the rollout of this project will be determined by the City of Goshen.

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1.8 Costs

The pricing of this project is based on an estimate of the consulting hours required to setup the system for the City of Goshen. This is a custom installation.

Pricing for the system is for up to 280 full-time and 100 part-time users. Each component that is selected has an initial cost, and maintenance will be provided. Pricing includes consulting, installation, setup and training. This is an extension of the solution that is currently in place at the Police Department.

From our initial discussions, any minor customizations that are required are included in the initial price. The base package includes 160 hours of consulting time to tailor the product to your environment. The majority of this time is spent testing out the payroll accuracy for your rule sets.

Due to COVID-19, installation and training will be performed remotely. Work will be performed in a remote capacity as much as possible.

Training will be delivered in a train-the-trainer model. Training is included in the initial setup cost. It is expected that 4 hours of training will be appropriate to prepare the user community. If additional training is required, the cost for an additional session of remote training is $500.

Consulting hours have been estimated based on your environment. If additional consulting is requested or required above the amount estimated, the time will be billed at $125 per hour. These enhancements can be handled on a case-by-case basis.

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Typical tasks that are required for the implementation are as follows:

- Initial evaluation
- Project scoping
- Server hardware setup and configuration
- Review product options
- Organize user groups by bureau
- Tailor rosters by bureau
- Setup shift cycles for all users
- Load system with user personnel information
- Set up assignments based on a numbering scheme
- Evaluate labor contracts that are in use, configure appropriate rules
- Select forms to be used, approval levels and routing options
- Determine payroll data format, produce required output
- Provide project management, status reporting
- Perform quality assurance testing
- Provide user training – train the trainer
- Produce any additional documentation

Payment Terms:

The initial setup fee is due at implementation. Monthly license fees begin in the month following the go live date.

Time Clock Options:

At this time it has not been determined if time clocks will be used and for which groups.

Remote Access:

In order to provide necessary technical support for this system, remote access is required. Due to the need to release software and updates during non-peak hours of system usage, this access must be as open as possible while meeting the security needs of the city. All security procedures will be adhered to during any remote activity.

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Licensing, Technical Support, and Maintenance:

The licensing fee for the product is based upon the number of employees using the system, the complexity of the installation and the custom features selected.

Police (existing users) ………..……….	$ 675	per month for up to 80 users
Remainder of City (new users) …..…..	$2,100	per month for up to 200 full-time and 100 part-time users
Total …………………………….……	$2,775	per month

Optional Costs:

Windows 10 Biometric Time Clock	$2,200 per unit one-time fee
Off-Site Hosting	$400 per month
Additional Implementation Phase	$5,000 per additional phase
Additional Onsite Visit	$2,000 per occurrence
Additional Remote Training Session	$500 per occurrence
Additional Server Install (initial install included)	$500 per occurrence

Licensing includes technical support and product maintenance.

Licensing includes business hour email and phone support. This support includes system setup changes that can occur with periodic assignment changes and general personnel setup alterations. Year end activities are also covered under this fee, which can include holiday generation and leave bank adjustments.

Licensing fees will begin in the calendar month following the initial rollout and are billed annually (or semi-annual or quarterly if you prefer).   This fee also entitles the City of Goshen to obtain software updates to the Precinct Manager product as they become available. Also, if the employee contract rules change, Right Stuff will alter the configuration as needed and make any minor software modifications if necessary free of charge for changes that require less than 40 hours to implement. In addition, once the Licensee has signed off on the functionality of the software, for any changes plus the total of all technical support incidents exceed 40 hours in a month, a fee of $150 per hour will be charged to cover this effort.

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Grand Total:

Consulting, Software Installation, Training, and Travel: $25,000

Monthly Software Licensing and Support: $2,775

Monthly Hosting (optional): $400

Length of initial contract: 3 years

We guarantee the installation and rollout of the system.

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ADDENDUM

THIS ADDENDUM is made and entered into the _____ day of _____, 2021, by and between _____ (hereinafter referred to as "Contractor") and the City of Goshen, Indiana (hereinafter referred to as "City").

WITNESSETH:

WHEREAS Contractor and City are parties to a certain agreement for _____ _____ ("Agreement"); and

WHEREAS this Addendum shall be attached to and be a part of the Agreement and shall control in the event of any conflict with the terms and provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereby mutually and further agree as follows:

1. <u>State Law Provisions</u>.

 a. Non-Discrimination - Pursuant to Indiana Code § 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

 b. Anti-Nepotism - Contractor is aware of the provisions under Indiana Code § 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities, and shall comply with such statute.

 c. Investment Activity - Pursuant to Indiana Code § 5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.

 d. E-Verify Program - Pursuant to Indiana Code § 22-5-1.7-11, Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

 e. General Requirements - Contractor further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

2.   <u>No Waiver of Governmental Immunity</u>. Nothing in the Agreement waives or is intended to waive any protections that may be applicable to City or any of its elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that City or such related parties are provided by law.

DATED EFFECTIVE with the effective date of the Agreement.

CITY: CITY OF GOSHEN, INDIANA

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

Date: _____

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: OLIVE STREET ROAD CLOSURE AT LINCOLN AVENUE (JN: 2019-0046)

DATE: February 15, 2021

NIPSCO has requested permission to close Olive Street, just north of the intersection with Lincoln Avenue, from Tuesday, February 16 until Friday, February 19, 2021. In order to safely install gas main near existing utilities, Miller Pipeline will need to remove and excavate underneath the roadway. Traffic will be detoured onto Steury Avenue, as shown in the attached traffic control plan.

NIPSCO anticipates a second road closure at the same location in the coming weeks and will request the additional closure when exact dates are known.

Requested motion: **Move to approve the closure of Olive Street, just north of Lincoln Avenue from February 16, 2021 until February 19, 2021.**
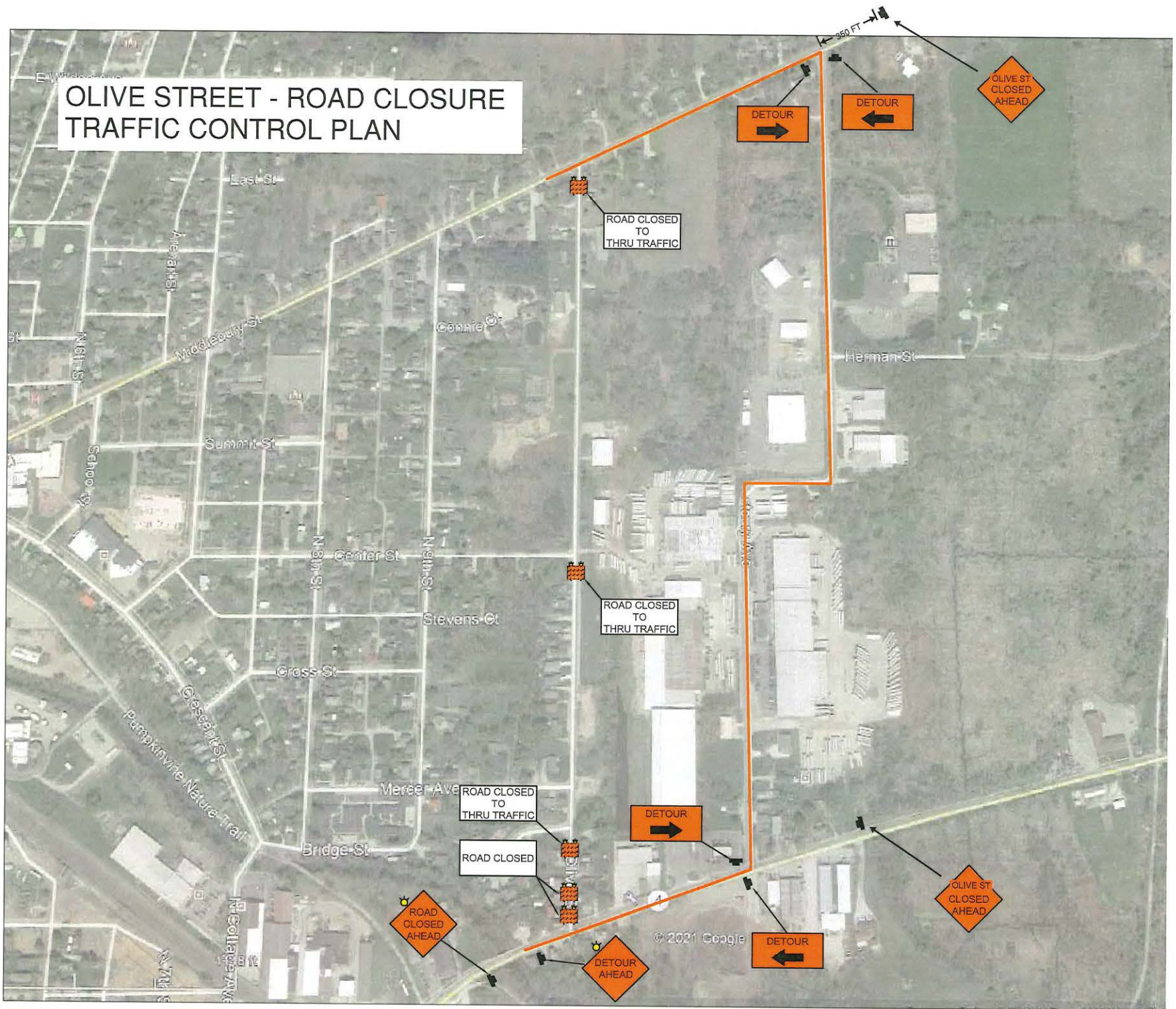
ACCEPTED:

City of Goshen
Board of Works & Safety

_____
Jeremy Stutsman, Mayor

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Mike Landis, Board Member

_____
Mary Nichols, Board Member

OLIVE STREET - ROAD CLOSURE
TRAFFIC CONTROL PLAN

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF LINCOLN AVENUE & OLIVE STREET LANE
             RESTRICTIONS (JN: 2019-0046)**

DATE: February 15, 2021

Due to a conflict with a fiber utility that was not surveyed, as well as conflicts with other utilities, Miller Pipeline will need to install a large portion of gas main via open cut methods instead of boring. In order to allow for the additional work, NIPSCO is requesting the Board of Works allow an extension of lane restrictions along Lincoln Avenue and Olive Street until March 5, 2021.

Requested motion: Move to approve an extension of lane restrictions along Lincoln Avenue and Olive Street until March 5, 2021.

ACCEPTED: **City of Goshen**
                                      Board of Works & Safety

_____
Jeremy Stutsman, Mayor

_____
Mike Landis, Board Member

_____
Mary Nichols, Board Member