

PUBLIC SAFETY AND THE POLICE DEPARTMENT COMMITTEE

Moseley  
Sheely  
Bowen

ORDINANCE NO. 46-2025

**AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO ENTER INTO AN APPLICATION HOSTING AGREEMENT WITH SUNDANCE SYSTEMS, INC. FOR THE VILLAGE OF LORDSTOWN'S POLICE DEPARTMENT AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**

**Section I:** That the Mayor and Clerk are hereby authorized and empowered to enter into a one year agreement with Sundance Systems, Inc., a copy of which Application Hosting Agreement is attached hereto as **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Ordinance.

**Section II:** That Sundance Systems, Inc. shall provide hosting software applications, application level access to software, storage of data, performance of all system maintenance, operating system patching, replacement of hardware, and backup of all Village data, and be responsible for securing and protecting the servers and networks they are hosting.

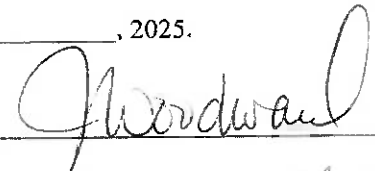

**Section III:** That the initial term of the Agreement is for one year; however, Sundance has locked in the yearly cost for three (3) years.

**Section IV:** That the sum of Twenty-Eight Thousand Seven Hundred Eighty and 00/100 Dollars (\$28,780.00) shall be paid from the 101.210.52239 Miscellaneous Contractual Account.

**Section V:** That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason that the Agreement must be implemented in a timely manner.

**Section VI:** That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Revised Code §121.22.

Passed in Council this 2 day of September, 2025.

  
\_\_\_\_\_, Mayor  
  
\_\_\_\_\_, Clerk

## APPLICATION HOSTING AGREEMENT SUNDANCE SYSTEMS, INC.

This Application Hosting Agreement ("Agreement"), dated \_\_\_\_\_ is a legal Agreement between \_\_\_\_\_ ("Customer") and Sundance Systems, Inc., (Licensor/Hostee) together with its employees, officers, directors, agents, successors with its principal offices at 8001 Sweet Valley Dr., Valley View, OH 44125 which covers the hosting for Sundance Systems Inc., Software including any templates of compliance standards which have been licensed to Customer by Sundance Systems, Inc. under an End User License Agreement ("Service").

Sundance Systems, Inc. agrees to provide Service to Customer and Customer agrees to pay Sundance Systems, Inc. for Service subject to the following terms and conditions:

### 1. Term, Renewal and Termination:

- a. This effective date of this Agreement shall be the date on which Customer is first notified by a Sundance Systems, Inc. invoice of Service availability.
- b. This Agreement shall be for an initial term of twelve (12) months.
- c. This Agreement shall be automatically renewed for twelve (12) months, unless terminated by either party by giving forty-five (45) days written notice to the other party prior to expiration of the initial term or any successive term.
- d. No later than thirty (30) days prior to termination of Service, Customer shall advise Sundance Systems, Inc. as to the disposition of any Customer data that is stored as part of Service. Sundance Systems, Inc. shall arrange for transfer in electronic format of such data to Customer no later than thirty (30) days after termination of service after which Customer data shall be archived by Sundance Systems, Inc. for an indefinite period. In the event no disposition instructions are provided, or payment of the service charge is not made, any Customer data shall be returned to customer directly by Sundance Systems, Inc. on termination. The data will be returned to customer via any means determined Sundance Systems.
- e. If the customer decides to terminate this contract with in the first year of service, Sundance will refund any money collected minus costs sustained for the initial setup/installation/project management/custom programming/ incurred by Sundance Systems, Inc. After the first year, in the event of early termination by Customer, Customer agrees to pay Sundance Systems, Inc. for any months remaining in the term.

### 2. Fees and Payments

- a. Fees for the Service term and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
- b. If payment is not made within thirty (30) days of the invoice date, a one and one-half percent (1.5%) per month interest charge shall be assessed until date of payment. If payment is not

Exhibit "A"

made within sixty (60) days of the invoice date, Sundance Systems, Inc. reserves the right to terminate service and return all stored Customer data to Customer.

### 3. Services Provided:

- a. Sundance Systems, Inc. shall host software applications described in Exhibit "A" of the agreement.
- b. Sundance Systems, Inc. shall provide Customer with application level access to Software via an internet Uniform Resource Locator (URL) together with a User ID and password. No direct access to server hardware, operating system, database management system or other system resources shall be provided.
- c. Sundance Systems, Inc. shall store all Customer data created and managed by Software, including files, text and parameters; data shall be backed-up on a separate storage system at regular daily intervals.
- d. The amount of storage and monthly network data transfer available to Customer shall not exceed one hundred gigabytes (100GB) and twenty-five gigabytes (25GB) respectively, unless otherwise agreed in writing by Sundance Systems, Inc.
- e. Sundance will perform all system maintenance, operating system patching, replacement of hardware, and backup of all customer data unless the customer chooses to do so or hires another firm to establish their backups, at which point Sundance is not responsible for customers data..
- f. Sundance is responsible for securing and protecting the servers and networks they are hosting, and any data theft and or loss from these systems is the responsibility of Sundance.

### 4. Service Levels:

- a. The following sets forth the metrics by which the parties will measure Sundance's performance of the Hosting Services. If a Service Level Fault occurs for any individual service level metric more than twice in any twelve (12) month period, such breaches will be deemed not to be curable and Customer shall have the immediate right to terminate the Agreement. A "Service Level Default" shall occur when Sundance fails to meet any individual service level metric provided in this section during any given month.
- b. Service Level Metric: Availability of the Sundance Software for the Customer to use will be provided 24 hours per day, 7 days per week and 365 days per year excluding scheduled system maintenance, down time caused by a Force Majeure Event, and any other mutually agreed upon down time.
- c. Service Level Guarantee: Excluding scheduled downtime, our service level is guaranteed to be **99.99%** for any given month.

4. Authorized Usage:

- a. Customer agrees that access to Service shall be restricted to Customer employees or authorized agents.
- b. Customer shall use commercially reasonable efforts to protect User IDs and passwords.
- c. Customer agrees that authorized Sundance Systems, Inc. support personnel may access system as required to diagnose and resolve technical issues.

5. Limited Warranty:

- a. Sundance Systems, Inc. warrants that the Service will conform substantially in accordance with the Service Levels stated in section (4) of this document. Customer acknowledges that Sundance Systems, Inc. does not warrant that the Service shall be uninterrupted or error-free.

6. Customer Remedies:

- a. Sundance Systems, Inc.'s entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.

7. NO OTHER WARRANTIES:

- a. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUNDANCE SYSTEMS, INC. DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED. BY WAY OF EXAMPLE BUT NOT LIMITATION, WITH RESPECT TO THE SOFTWARE AND ANY ACCOMPANYING USER DOCUMENTATION AND MEDIA, SUNDANCE SYSTEMS, INC. MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.

8. NO LIABILITY FOR CONSEQUENTIAL DAMAGES:

- a. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL SUNDANCE SYSTEMS, INC. OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT LOSSES) ARISING FROM YOUR USE, OR INABILITY TO USE, THE SERVICE, REGARDLESS OF WHETHER SUNDANCE SYSTEMS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUNDANCE SYSTEMS, INC.'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICE.

9. Prior Agreements:

a. This Agreement overrides all prior written and oral communications regarding the Service and sets out the entire agreement between Sundance Systems, Inc. and you, the Customer. You irrevocably waive any right you may have to claim damages or to rescind (in the case of misrepresentation) the Agreement for any misrepresentation or warranty not set out in this Agreement unless such misrepresentation or warranty was made fraudulently.

10. No Waiver:

a. Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.

11. Severability:

a. If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.

12. Governing Law:

a. This agreement shall be governed by and construed under the laws of the State of Ohio and the venue for dispute relating to the subject matter of this agreement will be appropriate court in Cuyahoga County and the parties consent and agree that such jurisdiction and venue of such proceeding shall lie exclusively with such court.

13. General:

a. Should you have any questions concerning this Agreement, or if you desire to contact Sundance Systems, Inc. for any reason, please write: Sundance Systems, Inc., 8001 Sweet Valley Drive, Valley View, Ohio 44125.

14. Customer Data:

a. All data, records, photos, or other information stored by Sundance on behalf of the customer, it's member agencies, partners and or subsidiaries is the real property wholly owned by the customer and will be returned at the termination of this agreement, or as requested.

15. Annual Rate:

a. See attached quote for payment terms and annual rate. The annual rate is locked for a three (3) Year Lock period as of the contract date. (Does not include any additional workstations/licenses/data space usage/or other software product offerings or purchases, which could change the amount of the annual hosting fee)

The rate locked in for the second and third 12-month terms, if renewed, shall be \$16,680.00.

16. Security Addendum:

The City of Lordstown, Ohio (Police Department) and Sundance Systems, Inc., upon notification and pursuant to Paragraph/Section No "A" (See attached Exhibited A Security Addendum) of that certain contract entered into by these parties, includes the following:

Access to and use of criminal history record information and other sensitive information maintained in LEADS and FBI-Managed Criminal Justice information systems by Sundance Systems, Inc. are subject to the following restrictions:

- a. The Security Addendum appended hereto (Exhibit A), which is incorporated by reference and made part thereof as if fully appearing herein.

Sundance Systems, Inc.

By: \_\_\_\_\_

Its Authorized Agent

Date: \_\_\_\_\_

Customer:

By:  \_\_\_\_\_

Its Authorized Agent

Date: 9/5/25

Exhibit A

See Attached Security Addendum titled Appendix H

Federal Bureau of Investigational Criminal Justice Information Services Security Addendum

# Quotation

Valid Till: Aug 31, 2025

Quote Number: 20250724b

Modified Time: Jul 24, 2025 10:26 AM

Sundance Systems, Inc.  
8001 Sweet Valley Rd. Suite 5  
Valley View, OH 44125  
Phone: (216) 328-8551 Fax:

## Quotation Description:

Hosted CAD-BRIDGE/RMS/MDT Lordstown PD

## Quotation For:

Cpt Chris Bordonaro  
Lordstown PD  
1583 Salt Springs Road  
Lordstown, Oh 44481

## Payment Terms:

Need down 1/4 down payment.

## Payment Schedule:

1st Payment - \$7,195.00  
2nd Payment - \$7,195.00  
3rd Payment - \$7,195.00  
4th Payment - \$7,195.00

=====

Grand Total: \$28,780

Second-year re-occurring total: \$16,680.00

Product Name	Description	Qty	List Price	Total
<b>CAD Bridge - Hosted</b> <b>(\$100 x 12Mths)</b>	The Sundance CAD Bridge will auto-populate data from a third party CAD system. The bridge will accept Events (location/type/report numbers), Persons, Vehicles and Units Times.	1	\$ 1,200.00	\$ 1,200.00
<b>Hosted MDT License ( \$50</b> <b>x 12Mths )</b>	Base Functionality Included with the Mobile System  Receive NG911 calls and emergency dispatch information from CAD.  Modules: • ALL modules in the RMS, are included in the mobile! • Call Screen (for silent dispatch) • Call Status Window • Call History • Chat Window • E-Citation built in • Google Mapping (we are a Google partner) • Integrated Map • LEADS/BMV Integration • LEADS search window • Master Name Index • Master Vehicle Index • Message Switch (Open Fox) • Mileage log • Unit Status Window • Unit Routing using Google Maps if AVL purchased • Scan driver's license • Self-Init Screen  General/Shared Functionality:  • Search in State, BMV, Data Sharing, CCH or local databases • Searches: Name, Plate, SSN, OLN, Address, Physical, VIN, Article, CCH, BMV and Adhoc State queries • Brings back BMV Photos • LEADS Admin C.O.P and BOLO messages can be sent	11	\$ 600.00	\$ 6,600.00

Product Name	Description	Qty	List Price	Total
	<ul style="list-style-type: none"> <li>automatically to mobiles.</li> <li>- Works with card swipe devices to take data directly off of driver's license</li> <li>- Search results are integrated on one screen for easy viewing</li> <li>- Integrates with in-house warnings, special attentions, call history and in-house warrants</li> <li>- Integrates with CAD system for silent dispatch and self-initiated calls</li> <li>- Chat system, with alerts and chat broadcast</li> <li>- Dynamic call log entries can be sent to mobiles automatically.</li> <li>- History screen shows history of searches since user was logged on</li> <li>- Mapping interface</li> <li>- Broadcast alerts can be sent out when agency defined keywords are triggered in State searches</li> <li>- Allows for unlimited plates names to be entered into the dispatch screen</li> <li>- Units can timestamp themselves</li> <li>- Call disposition can be entered directly from car</li> </ul>			
<b>Hosted RMS with LEADS ( \$50 x 12Mths )</b>	<p>Hosted RMS comes with E-Storage, Stat Reports and LEADS integration</p> <p>Base Functionality Included with RMS System</p> <p>Modules:</p> <ul style="list-style-type: none"> <li>- Accident – OH1 (Uploads to the state)</li> <li>- Arrest/Booking</li> <li>- Business file</li> <li>- Case Management</li> <li>- Citations with E-Tickets</li> <li>- Civil Processing</li> <li>- Contacts/Rolodex</li> <li>- Criminal abatement tracking</li> <li>- Employee File</li> <li>- Employee Training File</li> <li>- Employee Qualifications</li> <li>- Employee Evaluations</li> <li>- Evidence/Property Room Management</li> <li>- Estorage (Document Management System)</li> <li>- FIR (Field Interviews)</li> <li>- Fixed Assets (Vehicle Maintenance)</li> <li>- House Check</li> <li>- Incident Reports</li> <li>- Jail Management</li> <li>- Jail Cell Maintenance</li> <li>- Jail Commissary</li> <li>- Jail Phone Log</li> <li>- Jail Meal Log</li> <li>- Jail Medical Log</li> <li>- Jail Visitor Log</li> <li>- K9 Module</li> <li>- Master Name Index</li> <li>- Master Vehicle Index</li> <li>- Master Search (People, Vehicles and Property)</li> <li>- Minor Misdemeanor Tickets</li> <li>- Offence Codes (ORC pre-loaded)</li> <li>- Paging/Text interface</li> <li>- Parking Citations with warning and late letters etc.</li> <li>- Report administration and workflow</li> <li>- Residence File</li> <li>- Receipt log</li> <li>- Statistical reports</li> <li>- Tow File</li> <li>- Warnings</li> <li>- Warrants</li> </ul> <p>General/Shared Functionality:</p> <ul style="list-style-type: none"> <li>- Each module integrates with the master name index</li> <li>- Each module integrates with the master vehicle index</li> <li>- Each module integrates with the master searches</li> <li>- Security is completely configurable by user and group</li> <li>- LEADS integration (with mobile)</li> </ul>	2	\$ 600.00	\$ 1,200.00

Product Name	Description	Qty	List Price	Total
<b>Hosted RMS - NO STATE QUERY ( \$35 x 12Mnth )</b>	<ul style="list-style-type: none"> <li>- System comes pre-loaded with ORC codes</li> <li>- Every RMS module can be ran remotely in an MDT.</li> <li>- E-Storage Integrates with each module</li> <li>- Spell check works in each module</li> <li>- Each module export to PDF and Excel</li> </ul>	4	\$ 420.00	\$ 1,680.00
	<p>Integration Included:</p> <ul style="list-style-type: none"> <li>- Court Interface (OHSP compliant)</li> <li>- LEADS/NCIC</li> <li>- Matrix Prosecutor Interface</li> <li>- OIBRS/NIBRS</li> <li>- OLLEIS/OHLEG</li> <li>- Sundance Data Sharing System</li> <li>- Traffic Accident Upload</li> <li>- Traffic Citations Upload</li> </ul> <p>Electronic Document Storage</p> <ul style="list-style-type: none"> <li>- Sundance Document Management System</li> <li>- Handles any type of digital information</li> <li>- Connects and integrates with all Sundance modules.</li> </ul> <p>Statistical Reports Include</p> <ul style="list-style-type: none"> <li>- Over 200 reports and graphs included with module</li> <li>- Shift reports – Detailed call information with dispatch times and descriptions</li> <li>- Alarm Drops – Alarms received, broken down by location</li> <li>- Call Activity – Calls by date and time</li> <li>- Call Activity – Number of calls handled, broken down by hour and day</li> <li>- Calls by Address</li> <li>- Calls Received – Calls received in CAD, broken down by call type</li> <li>- Call Received by Dispatcher – Breakdown of number of calls by dispatcher</li> <li>- Calls Received by How Received – Number of calls received, broken down by how received</li> <li>- Officer Activity reports</li> </ul> <p>Hosted RMS comes with E-Storage and Stat Reports</p> <p>Base Functionality Included with RMS System</p> <p>Modules:</p> <ul style="list-style-type: none"> <li>- Accident – OH1 (Uploads to the state)</li> <li>- Arrest/Booking</li> <li>- Business file</li> <li>- Case Management</li> <li>- Citations with E-Tickets</li> <li>- Civil Processing</li> <li>- Contacts/Rolodex</li> <li>- Criminal abatement tracking</li> <li>- Employee File</li> <li>- Employee Training File</li> <li>- Employee Qualifications</li> <li>- Employee Evaluations</li> <li>- Evidence/Property Room Management</li> <li>- Estorage (Document Management System)</li> <li>- FIR (Field Interviews)</li> <li>- Fixed Assets (Vehicle Maintenance)</li> <li>- House Check</li> <li>- Incident Reports</li> <li>- Jail Management</li> <li>- Jail Cell Maintenance</li> <li>- Jail Commissary</li> <li>- Jail Phone Log</li> <li>- Jail Meal Log</li> <li>- Jail Medical Log</li> <li>- Jail Visitor Log</li> <li>- K9 Module</li> <li>- Master Name Index</li> <li>- Master Vehicle Index</li> <li>- Master Search (People, Vehicles and Property)</li> <li>- Minor Misdemeanor Tickets</li> </ul>			

Product Name	Description	Qty	List Price	Total
	<ul style="list-style-type: none"> <li>- Offence Codes (ORC pre-loaded)</li> <li>- Paging/Text Interface</li> <li>- Parking Citations with warning and late letters etc.</li> <li>- Report administration and workflow</li> <li>- Residence File</li> <li>- Receipt log</li> <li>- Statistical reports</li> <li>- Tow File</li> <li>- Warnings</li> <li>- Warrants</li> </ul> <p>General/Shared Functionality:</p> <ul style="list-style-type: none"> <li>- Each module integrates with the master name index</li> <li>- Each module integrates with the master vehicle index</li> <li>- Each module integrates with the master searches</li> <li>- Security is completely configurable by user and group</li> <li>- LEADS integration (with mobile)</li> <li>- System comes pre-loaded with ORC codes</li> <li>- Every RMS module can be ran remotely in an MDT.</li> <li>- E-Storage integrates with each module</li> <li>- Spell check works in each module</li> <li>- Each module export to PDF and Excel</li> </ul> <p>Integration Included:</p> <ul style="list-style-type: none"> <li>- Court Interface (OHSP compliant)</li> <li>- LEADS/NCIC</li> <li>- Matrix Prosecutor Interface</li> <li>- OIBRS/NIBRS</li> <li>- OLLEIS/NOHLEG</li> <li>- Sundance Data Sharing System</li> <li>- Traffic Accident Upload</li> <li>- Traffic Citations Upload</li> </ul> <p>Electronic Document Storage</p> <ul style="list-style-type: none"> <li>- Sundance Document Management System</li> <li>- Handles any type of digital information</li> <li>- Connects and integrates with all Sundance modules.</li> </ul> <p>Statistical Reports include</p> <ul style="list-style-type: none"> <li>- Over 200 reports and graphs included with module</li> <li>- Shift reports - Detailed call information with dispatch times and descriptions</li> <li>- Alarm Drops - Alarms received, broken down by location</li> <li>- Call Activity - Calls by date and time</li> <li>- Call Activity - Number of calls handled, broken down by hour and day</li> <li>- Calls by Address</li> <li>- Calls Received - Calls received in CAD, broken down by call type</li> <li>- Call Received by Dispatcher - Breakdown of number of calls by dispatcher</li> <li>- Calls Received by How Received - Number of calls received, broken down by how received</li> <li>- Officer Activity reports</li> </ul>			
<b>Hosted Court Interface (\$100.00 x 12Mths)</b>	Interface to Henschen Municipal Court	1	\$ 1,200.00	\$ 1,200.00
<b>Hosted Matrix Interface (Prosecutors Upload) - (\$100.00 x 12Mths)</b>	Upload Incident Reports and Associated E-Storage Documents and Photos to Matrix. Eliminating duplicate data entry and human error.	1	\$ 1,200.00	\$ 1,200.00
<b>Public Records Online (\$100 x 12Mnth)</b>	<p>Records online provides easy access to traffic accident/incident reports in compliance with public access requirements. Sundance Systems Inc. will host your city's incident and traffic reports directly on your website.</p> <ul style="list-style-type: none"> <li>- Eliminates duplication costs</li> <li>- Simple uploads saves administrative time</li> <li>- 24/7 online access for interested parties</li> <li>- No need for an integrated records program</li> <li>- Fully independent. Can be used with any RMS system</li> <li>- Increased customer service to residents and businesses</li> </ul>	1	\$ 1,200.00	\$ 1,200.00

Product Name	Description	Qty	List Price	Total
Hosted Evidence Barcode Interface (\$100.00 x 12Mths)	Software Interface Only Hardware needs to be purchased Separately. ** See attached equipment list.	1	\$ 1,200.00	\$ 1,200.00
MFA Software License / Maintenance (\$100.00 x 12Mths)	Support and license covers Sundance approved MFA methods.	1	\$ 1,200.00	\$ 1,200.00
Data Conversion Hourly Rate (\$125 Hr)	ID Networks - Call file ,Incident, MNI, Booking, Property and Geo Files	40	\$ 125.00	\$ 5,000.00
MFA Server Setup and Configuration	One time fee to cover setup and configuration of Sundance approved MFA methods.	1	\$ 2,000.00	\$ 2,000.00
Hosted LES Setup \$300 Per Device ( One Time Fee )	Project Management & Installation - Assigned Project Manager - Setup SQL Server - Setup IIS Server - Load default configuration options - Work with customer to test and setup installed system - Work with LEADS staff to setup connection  Training Includes: - Agency tailored instruction & class structure - Online documentation - Online training videos	17	\$ 300.00	\$ 5,100.00
			Sub Total	\$ 28,780.00
			Discount	\$ 0.00
			Tax	\$ 0.00
			Adjustment	\$ 0.00
			<b>Grand Total</b>	<b>\$ 28,780.00</b>

**Comments or Special Instructions:**

Workstations and MDTs must be Windows 10 and above. Prices quoted are for the first year.

Signature: *COPF CMB*

Date: *8-15-25* PO#: *251009*