

P/C 6/2/26 Finance
CA 6/9/26
1st R _____
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

Ordinance No. 11536-2224

Introduced By: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT OR CONTRACTS, WITHOUT PUBLIC BIDDING, WITH SOFTWARE SOLUTIONS, INC. FOR HUMAN RESOURCES, PAYROLL MANAGEMENT, AND ACCOUNTING SOFTWARE AND RELATED SERVICES FOR A PERIOD NOT TO EXCEED THREE YEARS, AND DECLARING AN EMERGENCY

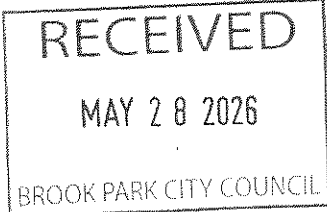
WHEREAS, Software Solutions, Inc. provides recruit module platform services that includes electronic centralized applicant tracking, screening, advertising, new hire onboarding, payroll subscription, accounting solution, and budgeting tools;

WHEREAS, Software Solutions, Inc.'s software is compatible with modules used in the Human Resources, Payroll, and Finance Departments, and its implementation will streamline their operations.

WHEREAS, said services are of such a highly specialized nature, requiring the exercise of particular skill and aptitude, that said contract is properly deemed exempt from the bidding requirements ordinarily associated with the letting of public contracts.

NOW THEREFORE BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio that:

SECTION 1: The Mayor is hereby authorized as set out in Article VII, Section 7.04(h) of the Charter, that there is an immediate and present emergency in the operation of the City of Brook Park, in that it is immediately necessary to enter into a contract, without public bidding with Software Solutions, Inc. for software upgrades, support, maintenance, and equipment for the City in order to continue to meet the operational needs of the



City on a prompt basis and to ensure the public health and welfare for a period not to exceed three years.

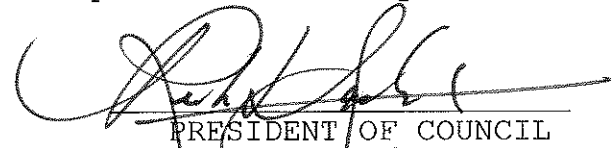
SECTION 2: The money needed for the reasons aforesaid, this Council approves and authorizes the Mayor to enter into a contract with Software Solutions, Inc. without public bidding for software support, upgrades, maintenance, services, and equipment for a three-year period, all as more fully set forth in the proposal attached hereto as Exhibit "A" and incorporated herein by reference and as to be reflected in a contract to be in a form approved by the Law Director.

SECTION 3: That the funds for the purpose of this Ordinance have been appropriated and shall be paid from the General Fund No. 100 for annual costs and Capital Fund No. 401 for implementation costs in an amount not to exceed \$132,220 annually.

SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said agreement without undue delay; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: June 9, 2026
Special Council


PRESIDENT OF COUNCIL

ATTEST: Carol Johnson
CLERK OF COUNCIL

APPROVED: E. H. D. [Signature]
MAYOR

6/10/26
DATE

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.
[Signature]
Asst. DIRECTOR OF LAW

CERTIFICATE

Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution

No. 11534 - 2nd
passed on the 9 day of June
20 24 by said council.

Carol Johnson
Clerk of Council

	Yea	Nay
Gonzalez	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McCorkie	<input type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dufour	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Software Solutions

Personal Attention. Public Solutions.



FRAMEWORK SERVICES, SUPPORT, AND LICENSE AGREEMENT

This Framework Services, Support, and License Agreement, together with any accompanying documents, such as a Statement of Work ("SOW"), Terms of Use ("Terms"), and End-User License Agreement ("EULA"), if applicable, (collectively, the "Agreement") is made as of 05/27/2026 ("Effective Date") by and between Software Solutions, Inc. ("SSI," "Software Solutions," "Company," "we," or "us") and City of Brook Park ("Client"), having its principal place of business at 6161 Engle Rd. Brook Park, OH 44142. Each may be referred to individually as a "Party" or collectively as the "Parties."

1. SERVICES

SOWs; Access. All software programs, related documentation, and services to be performed or provided by SSI under this Agreement (collectively, the "Services") shall be mutually agreed to by SSI and Client and documented in a Statement of Work signed by an authorized representative of each party ("Statement of Work" or "SOW," attached hereto as Exhibit A). Unless otherwise stated, the Services include related websites and applications, including mobile applications, as well as all updates, future versions, corrections, replacements, enhancements and improvements provided by SSI under this Agreement. If there is any conflict between the terms of this Agreement and the terms of a SOW, the terms of the SOW shall govern. Subject to Client's compliance with the terms of this Agreement, SSI will allow Client and the Authorized Users (as defined in Section 0 below) to access and use SSI's proprietary Services. Client's, as well as its authorized user's, access to the Services will be subject to any and all limitations specified in the SOW as well as any accompanying Terms and EULA, if applicable.

Services Availability. SSI will take commercially reasonable steps to keep the SaaS Services operating smoothly and efficiently. However, since the SaaS Services operate using computer equipment, computer software programs, and the Internet, SSI shall not be responsible for delays or service interruptions, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures or deficiencies of Client's equipment, or Client's failure to meet its responsibilities under this Agreement. Service interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Client's daytime business activities. For unscheduled service interruptions attributable to causes within SSI's reasonable control, as SSI's sole obligation and Client's exclusive remedy, SSI shall make reasonable efforts to restore the Services.

Support Services. If requested by Client in the SOW, SSI will provide support services, implementation, training, and other such services to Client as specified in the SOW. Client acknowledges that SSI's ability to deliver the support services in a good and timely manner for the specified fees requires Client's cooperation and performance of its responsibilities under this Agreement and the applicable SOW.

2. SOFTWARE LICENSE

License Grant. Subject to the terms and conditions of this Agreement, and in consideration of Client's payment of the license fees, SSI grants Client a nonexclusive, and nontransferable license to use the Services. This license shall terminate upon the termination of this Agreement.

Proprietary Rights. Client acknowledges that the Services, and associated formats, screen displays, and menu features, and all derivative works, constitute copyrighted works protected by federal and international copyright laws and are owned by SSI or its licensors. The Services and all copies, versions, and derivative works of the Platform shall remain the sole property of SSI or its licensors. Client shall not make and shall not permit anyone else to utilize, have access to, or make any copies of the Services, except as necessary in connection with its authorized use. All such copies must include all proprietary rights notices contained in the Services. Client shall use, and may duplicate, the reports generated through the Services for its internal purposes only, and shall not publish or disclose the reports to any third party. Except as otherwise permitted in this Agreement, Client shall not allow any third party to access or use the Services. Client shall not modify or create any derivatives of the Services. Client shall not decompile or otherwise reverse engineer or decode the Services, attempt to do so, or assist any third parties in the same. Client shall not take, directly or indirectly, any action that may in any way lead to the unauthorized dissemination, reproduction, access, or use of the Services. Client shall not export the Services or any product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America. The foregoing export restriction shall survive termination of this Agreement.

Survival; Injunctive Relief. Client's obligations under this Section shall survive termination of this Agreement. Client acknowledges that a breach of its obligations under this Section will cause irreparable harm to SSI and/or its licensors for which monetary damages would be inadequate. SSI and/or its licensors will be entitled to injunctive relief for any such breaches, whether threatened or actual.

3. CLIENT RESPONSIBILITIES

Compliance with Law. Client shall comply with all applicable laws, rules, and regulations of all jurisdictions in which it accesses and uses the Services, including, but not limited to, all laws, rules, and regulations regarding using, storing, securing, and transmitting data, including but not limited to Ohio Revised Code § 149.43 regarding public records and public records requests, and third-party rights (including, but not limited to, data privacy and intellectual property rights). Client shall ensure, to the best of its ability, all Authorized Users (defined below) do the same. The foregoing obligation shall survive termination of this Agreement.

Authorized Users. Client shall be responsible for identifying those users who are authorized by Client to access the Services ("Authorized Users"). Client shall require each Authorized User to safeguard his or her username and password for accessing the Services and otherwise comply with the provisions of this Agreement. An Authorized User may not disclose his or her username and password to any other person, including another Authorized User. If Client determines that another person has gained to an Authorized User's username and password, or that anyone has wrongfully accessed the SaaS Services, Client shall promptly notify SSI. Client is responsible for misuse of the Services by Authorized Users and by unauthorized users who gain access due to Client's or any Authorized User's failure to maintain security.

Operations. For both on-premise software and SaaS, Client is responsible for the operational aspects of accessing the Services, including, but not limited to, (a) acquiring, installing, and maintaining computer equipment and computer software programs at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, software updates, and data backups, (d) determining the accuracy of all data it uploads to and downloads, and (e) adopting reasonable policies, procedures, and quality assurance measures to limit Client's exposure with respect to potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security. For on-premise software, Client is solely responsible for data backups and software updates and SSI is not responsible for loss of data or issues caused by failure to update or adequately patch the software. For SaaS software, SSI shall perform data backups and software updates as reasonably needed to continue functionality of the Services within a reasonable timeframe. For any major software releases, Client shall be notified in advance in writing when reasonably practicable. Minor patch updates may be requested in writing via a support ticket submitted by the Client or as otherwise outlined in the SOW. SSI is not responsible and makes no assurances regarding potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security.

4. FEES AND PAYMENT

Fees. Client shall pay SSI the fees ("Fees"), as specified in the SOW. Additionally, Client shall reimburse SSI for reasonable expenses for travel, lodging, meals, and other out-of-pocket expenses incurred by SSI on Client's behalf. All Fees and expenses are due as incurred, unless otherwise provided in the SOW. Fees are subject to change at any time, based on SSI's sole discretion. Fees shall not increase more than 15% in a calendar year. Upon termination, as discussed in Section 8, Client shall be reimbursed based on a pro-rated quarterly schedule.

Taxes. The fees set forth do not include taxes. Where applicable, Client shall pay when due or, if necessary, reimburse SSI for, (a) all sales, use, property, excise, and other similar taxes, and (b) penalties and interest arising from Client's failure to pay such taxes timely, to the extent any of the foregoing result from any activities under this Agreement, exclusive of taxes based on SSI's net income or corporate franchise. If Client has tax exempt status, it shall supply SSI with its tax-exempt certificate and/or number as necessary. Taxes are due as assessed.

Invoices and Payment. Client shall pay all amounts due under this Agreement, except those disputed in good faith, upon receipt of the invoice. If Client fails to pay any of such amounts for thirty (30) days, SSI shall have the right to suspend Client's access to the Services. SSI additionally may charge interest on past due amounts at a rate of 1.5% per month, calculated daily and compounded monthly, or the highest rate permitted under applicable law. Client shall reimburse SSI for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency charges.

5. REPRESENTATIONS AND WARRANTIES

By Client.

Client represents and warrants that (a) it has the authority to enter into and be bound by this Agreement; (b) it shall comply materially with this Agreement, and (c) it shall abide by all laws applicable in the jurisdiction where it utilizes the Services and where SSI conducts business.

By SSI.

SSI represents and warrants that: (a) it has the authority to enter into and be bound by this Agreement; (b) the Services shall comply materially with this Agreement; (c) the Services will be of professional quality conforming to the applicable generally accepted industry standards, and will be performed in a good and timely manner, and (d) the Services do not infringe the intellectual property rights of any third parties. As SSI's sole responsibility and Client's exclusive remedy, in the event of any material failure to meet such standards, SSI shall make all reasonable efforts to correct any such failure.

With respect to the Services, SSI warrants to Client for a period of ninety (90) days after the initial module scheduled live date that the software will operate substantially in accordance with the specifications as described in the SOW when properly used and unmodified by the Client.

Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SSI MAKES NO WARRANTY (i) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (ii) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iii) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT CLIENT'S DISCRETION AND RISK AND CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM SSI OR THROUGH OR FROM THE SERVICES CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SSI MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. SSI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

6. LIMIT OF LIABILITY

Limitation of Liability. The total liability of SSI for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other services under this Agreement shall not exceed the amounts paid by Client to SSI under this Agreement during the twelve (12) months immediately preceding the claim.

Exclusion of Liability. SSI SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO THE WEB SITE, THE SERVICES, OR THE SOFTWARE. IN NO EVENT SHALL SSI, ITS LICENSORS, SUPPLIERS, OR

SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, INCURRED BY CLIENT OR ANY THIRD PARTY, EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Survival. The limitation of liability under this Agreement shall survive the termination of this Agreement.

7. CONFIDENTIALITY OBLIGATIONS

Confidential Information. “Confidential Information” means all competitively sensitive, secret, or otherwise confidential business, financial, marketing, or technical information, and other confidential information belonging to or in the possession of Discloser disclosed to Recipient, whether communicated orally or in writing or obtained by Recipient through observation or examination of Discloser’s facilities, procedures, or activities. Notwithstanding the foregoing, Confidential Information does not include information (a) rightfully known by Recipient at the time of its initial disclosure by Discloser, (b) rightfully disclosed to Recipient without obligation of confidentiality by a third party, (c) in the public domain or that enters the public domain other than by the unauthorized acts of any person, or (d) independently developed by Recipient. “Discloser” means the party disclosing the Confidential Information under this Agreement. “Recipient” means the party receiving the Confidential Information under this Agreement. Each of SSI and Client is Discloser with respect to its Confidential Information and Recipient with respect to the other party’s Confidential Information.

Protection. Recipient shall preserve in strictest confidence all of the Confidential Information and shall at all times protect the Confidential Information through the highest commercially reasonable standard of care. Recipient shall take appropriate steps to ensure that persons authorized to have access to the Confidential Information refrain from any unauthorized reproduction or disclosure of the Confidential Information. Recipient shall not copy, transfer, or otherwise disclose to any person the Confidential Information, or any associated materials derived or developed from the Confidential Information, without the express written approval of Discloser, except that Recipient may make one copy of the Confidential Information and create reasonably needed abstracts of the Confidential Information, but only for its internal use in connection with the purposes of this Agreement. Recipient shall include the Confidential Information’s proprietary and confidentiality notices, or, if there is no such notice, shall mark “CONFIDENTIAL,” on all copies and abstracts of the Confidential Information, in whole or in part and in any form, made by Recipient. The Confidential Information, all copies and abstracts made by Recipient, and all associated materials derived or developed from the Confidential Information are and shall remain the sole property of Discloser. Recipient may disclose the Confidential Information when Recipient is required by law to do so, provided Recipient takes all reasonable steps to limit the disclosure of the Confidential Information to the maximum level allowed, and further provided Discloser is given prompt written notice of the required disclosure and a reasonable opportunity to contest the disclosure and obtain a protective order.

Injunctive Relief. Recipient acknowledges that breach of its obligations under this Section will cause irreparable harm to Discloser, its customers, and/or its suppliers for which monetary damages would be inadequate. Discloser, its customers, and/or its suppliers shall be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or equity.

Survival. The obligations under this Section shall survive termination of this Agreement, except with respect to non-trade secret confidential information to the extent applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement.

8. TERM AND TERMINATION

Term. This Agreement shall commence on the Effective Date and shall continue for one (1) year unless otherwise specified on the SOW (the "Term"). The Term shall automatically renew for successive terms of the same length as the initial term, until this Agreement is otherwise terminated.

Termination for Convenience. SSI may terminate this Agreement in its sole discretion upon sixty (60) days' prior written notice to the Client. Client may terminate this Agreement by providing written notice to SSI at least sixty (60) days before the Term renewal date.

Termination for Adverse Status. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.

Termination for Default. Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The non-defaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within thirty (30) days after receipt of the notice or, if the default is not curable within such 30-day period and the defaulting party has not taken commercially reasonable measures within such 30-day period to begin curing the default, the non-defaulting party may terminate this Agreement by giving written notice to take effect upon receipt. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.

Additional Right. In addition to the rights set forth above, if Client fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for thirty (30) days, or fails to carry out any other material obligation under this Agreement, SSI may, at its option, suspend Client's access to the Services, upon ten days' prior written notice. Unless this Agreement is terminated pursuant to Section 0 above, upon Client curing the default, SSI shall resume any suspended Services.

Effect of Termination. No termination of this Agreement shall release Client from any obligation to pay SSI any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of access to the Services under Section 0 above shall release Client from any obligation to pay SSI any amounts due under this Agreement. Client shall not be entitled to any refund of any amounts paid to SSI as a result of a termination based on Client's default. Within ten days after the effective date of any termination, each party shall return or destroy all materials or media containing any of the other party's Confidential Information, including any information, records, and materials developed on the basis of such Confidential Information.

Within thirty days of the date of termination of this Agreement by either party for any reason, Client shall return to SSI the Services and any copies or documents relating to the Services in its possession, custody or control, including any and all physical embodiments, documentation, or other materials or copies related to such Services, and shall also erase from all computer storage any image or copies thereof, as certified by the Client in writing. Copies of reports, listings or other forms of computer

output (whether electronic, print, or any other format) which consist of Client's own processed or raw data or other such information in which SSI or third-party licensors have no proprietary interest may be retained by Client.

9. INDEPENDENT CONTRACTOR

SSI is an independent contractor. Nothing in this Agreement shall in any way be construed as creating a partnership, joint venture, agency or employer-employee relationship between Licensee and SSI. Licensee is not authorized to, and shall not undertake or assume, any obligation of any kind, express or implied, or to conduct any business, on behalf of SSI.

10. THIRD PARTY PRODUCTS AND SERVICES

Third Party Products. SSI may offer to supply or license certain products or services as a reseller that are made or provided by a third-party supplier or manufacturer and not SSI (collectively, "Third Party Products and Services"). Notwithstanding any other provision of this Agreement to the contrary, Third-Party Products and Services are solely subject to the license, warranty, indemnity, support, and other terms provided by the third party, if any. Any warranty or indemnity claims against SSI in relation to any Third-Party Products and Services are expressly excluded. In no event will SSI be liable to Client for any damages to the extent resulting from any Third-Party Products and Services. Third Party Products and Services are provided by SSI "AS IS" without representation or warranty. SSI will assign, and hereby does assign, to Client any warranties provided by a third party relating to the Third-Party Products and Services that SSI is able to assign. Client may not terminate this Agreement or any SOW based on the actions or inactions of any third party or any actual or perceived deficiencies related to any Third Party Products and Services.

Third Party License. To the extent that any SOW provides for use of any Third-Party Products and Services, SSI will obtain the license rights for Client to use those Third-Party Products and Services. SSI is not responsible for the performance of any Third-Party Products and Services not attributable to SSI.

11. MISCELLANEOUS

Publicity. SSI may use Client's name and logo to publicly identify Client as an SSI client in a press release, on SSI's websites, and through other public communications and client hereby grants SSI a license to use its trademarks and other intellectual property to do so. SSI may also produce and publicly distribute a case study regarding Client's use of the Services.

Assignment. Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

Waiver. The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

Notices. Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by e-mail, telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth

in the Contact Information section of the SOW or to such other address as shall be advised by either party to the other in writing. Notices shall be effective as of the date of receipt.

Third Party Beneficiaries. SSI's licensors shall be third party beneficiaries under this Agreement.

Governing Law. This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, United States of America, excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Provisions Severable. The provisions of this Agreement are severable. If any provisions are held to be invalid, unenforceable, or void, all other provisions shall remain valid. The failure of either party to require the performance of any term, condition or provision of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent enforcement of such term, condition or provision nor be deemed a waiver of any subsequent breach.

Acknowledgement. EACH PARTY ACKNOWLEDGES THAT HE OR ITS AUTHORIZED REPRESENTATIVE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, EACH PARTY AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Entire Agreement. This Agreement, including each SOW, Terms, and EULA, if applicable, and all present and future incorporated attachments, schedules, appendices, addenda, and written amendments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

AGREED AND ACCEPTED:

City of Brook Park

Software Solutions, Inc.

By: _____
(Signature)

By: _____
(Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)



STATEMENT OF WORK ("SOW") – Exhibit A

I. Software Programs Included:

See Attached Quote #003320 v1

II. Services Details:

As part of the conversion process for VIP, the Client is agreeing to give Software Solutions, Inc. permissions to obtain their legacy data, put it on Software Solutions, Inc. network, transform it into the VIP format, and return this data back to the Client for the sandbox and the live conversion.

See Attached Quote #003320 v1

III. Service Fees:

See Attached Quote #003320 v1

IV. System Requirements:

<https://www.mysoftwaresolutions.com/solutions/vip-technical-requirements>

V. Anticipated Timeline:

See Attached Quote #003320 v1



Support Services – Exhibit B

1. Support Requests Channels:

Customers may initiate support requests through the following channels:

- Telephone: Call our dedicated toll-free support line at 800.686.9578
- Support Website:
 - Access our online support portal to submit and track support tickets
 - Users have access to learning materials like Knowledge Base Articles
- Email: Send support requests via email to help@mysoftwaresolutions.com

2. Service Hours:

Support Services are available during the following (“Service Hours”):

- Monday through Friday
- 8:00 a.m. to 5:00 p.m. ET
- Excluding legal holidays & special company sanctioned events

3. Remote Support Process:

Software Solutions utilizes Connectwise Screen Connect as the remote connection tool for troubleshooting and technical support purposes.

- Clients have the option to opt out of using the remote connection tool for support services if desired. Clients who opt out of using the remote connection tool may be subject to a service fee. The service fee covers the additional time and resources for alternative support methods when remote access is not available.

4. Retroactive Support Fee Clause:

In the event of default of payment of the annual support fees, support services may be suspended or terminated and software updates may be suspended, however, the support fees shall continue to accrue and become immediately payable. For support services to be reinstated, payment for all accrued support fees (commencing from the date the client first defaulted on payment) must be paid in full. The client expressly acknowledges it understands and consents to pay all support fees, including those accrued during the period of default, if applicable.



Brook Park, OH - VIP Product Suite - Proposal

Quote

Prepared For:
Brook Park, City of
 Robert McGann
 6161 Engle Rd
 Brook Park, OH 44142
 P: (216) 433-1533
 E: rmcgann@cityofbrookpark.com

Prepared by:
Software Solutions, Inc.
 Brandon Easterling
 8534 Yankee Street, Suite 2B
 Dayton, OH 45458
 P: 800.686.9578
 E: beasterling@mysoftwaresolutions.com

Date Issued:
05.27.2026
 Expires:
06.23.2026

Software & Services	Price	Qty	Ext. Price
VIP ACCOUNTING			
VIP Accounting Suite License General Ledger Chart of Account Renumber Accounts Payable Purchasing Accounts Receivable Cash Receipting Bank Reconciliation Project/Grant Management Departmental Approval Workflows (Purchasing, Invoicing, & Budget Adj.)	\$25,000.00	1	\$25,000.00
VIP Accounting Conversion, Configuration & Implementation Services Data conversion includes current year, plus up to 2 years of history. Includes implementation, training, and project management.	\$20,000.00	1	\$20,000.00
Subtotal VIP Accounting Suite			\$45,000.00
VIP BUDGETING & ANALYTICS			
VIP Budgeting & Analytics Cloud Suite License Budget Builder (w/Dept access) & Forecasting Custom Report Builder Tool Personnel Budgeting Financial Dashboard Visuals Scheduler	\$10,000.00	1	\$10,000.00
VIP Budgeting & Analytics Configuration and Implementation Services	\$5,000.00	1	\$5,000.00
Subtotal VIP Budgeting & Analytics Suite			\$15,000.00
VIP PAYROLL			
VIP Payroll Suite License VIP Human Resources Right Stuff Software Integration	\$25,000.00	1	\$25,000.00
VIP Payroll Conversion, Configuration & Implementation Services Data conversion includes current year, plus up to 2 years of history. Includes implementation, training, and project management.	\$20,000.00	1	\$20,000.00
Subtotal VIP Payroll Suite			\$45,000.00
VIP EMPLOYEE PORTAL			
VIP Employee Portal License Employee Self Service - Paystubs, W2's, Announcements	\$3,500.00	1	\$3,500.00



Software & Services	Price	Qty	Est. Price
VIP Employee Portal Configuration & Implementation Services	\$1,000.00	1	\$1,000.00
Subtotal VIP Employee Portal Suite			\$4,500.00
VIP TALENT MANAGEMENT			
VIP Talent Management Suite License Advanced Recruiting Onboarding Performance Management	\$15,000.00	1	\$15,000.00
VIP Talent Management Configuration & Implementation Services	\$10,000.00	1	\$10,000.00
Subtotal VIP Talent Management			\$25,000.00
VIP ASSET MANAGEMENT			
VIP Asset Management Suite License	\$4,000.00	1	\$4,000.00
VIP Asset Management Import, Configuration & Implementation Services Asset Import Template	\$3,000.00	1	\$3,000.00
Subtotal VIP Asset Management			\$7,000.00
ADDITIONAL PRODUCTS & SERVICES			
Cloud Technical Set Up Services	\$1,500.00	1	\$1,500.00
VIP Edge Checks - Premium with Positive Pay	\$2,800.00	1	\$2,800.00
Post Live Training - Complimentary	\$0.00	2	\$0.00
Subtotal:			\$145,800.00

Quote Summary	Amount
Software & Services	\$145,800.00
Total:	\$145,800.00

Additional Terms

Payment Terms for One-Time Cost:

Service Fees:	\$145,800
Due at Signing (10%)	\$14,580
When provided login credentials to the VIP Classroom Database (estimated 90-120 days after signing)	\$43,740
January 2027	\$43,740
January 2028	\$43,740

Annual Fees:

The Software Assurance Plan for Support and Maintenance which includes the VIP Product Suite (outlined above), Cloud Hosting, VIP Edge Check Signing Solution, and Software for Life is \$69,300 annually and begins when provided login credentials to VIP Classroom Database. (Estimated to be Invoiced 90-120 days after signing.)

The City has elected for continued use of the VIP Sandbox database for an annual cost of \$4,600 as well as an Archive lookup Database for an annual cost of \$4,600.



Data Conversion & Implementation:

For this project, Software Solutions is proposing to convert data for Accounting and Payroll into two separate databases - a live database, and an archive database for lookup. Data must be provided to Software Solutions in an acceptable format and must conform to the Visual Intelligence Portfolio Generic Import Definitions document, available at the city's request. The scope of conversion is defined below. Additional years of conversion can be added into the live VIP database for \$2,000 per year per module. The city also has the option to convert additional years of data into an Archive Database at an annual cost of \$4,600. The archive database will not include any services to balance the data. The archive database may be used to lookup data and to create reports. The archive database will be inquiry only, transactions may not be able to be processed. As part of this process the city is agreeing to give Software Solutions permissions to obtain your legacy data, put it on Software Solutions Inc. network, transform it into the VIP format, and return this data back to customer for the sandbox and the live conversion.

SSI will need access to the city's server to confirm current CMI data is in the expected format. Historically, our conversions have required zero involvement from CMI. With access to your server we can compile and convert your CMI data ourselves. By doing so, this has on average, saved cities \$5,000 - \$10,000 in migration fees that would otherwise be billed if CMI involvement were required.

The live database will include the following data:

- Accounting – current year plus 2 years of historical data
- Payroll – current year plus 2 years of historical data
- Assets – all assets from a single data source via the Asset Import Template

The archive database will include the following data:

- Accounting – all transaction history provided from a single source
- Payroll – All transaction history provided from a single source

Special Conversion Notes:

- We will require reports from the legacy system in order to validate the conversion.
- The conversion will consist of a test conversion and a live conversion.
- All data must be provided to Software Solutions by the City in a format that conforms to our Visual Intelligence Portfolio Generic Import Definitions documentation.
- Data conversion services per application must be completed from a single source. As proposed, multiple data sources can not be combined into a single database.
- The conversion team will verify that the current year information matches the legacy reports provided for the original live conversion.
- The archive database will not include any services to balance the data.
- The archive database may be used to lookup data and to create reports.
- The archive database will be inquiry only, transactions may not be able to be processed.
- There will be no chat of accounts renumbering for the archive database.
- Only the current year of information will be transferred into the VIP Archive for the accrual activities for any employee.

VIP Cloud Notes

This subscription requires a minimum one-year commitment.

Receipt Printing, Check Printing, and other city misc. programs may still require on-site hardware resources.

As quoted VIP Cloud includes one live instance of VIP Database.

Misc. Notes:

The VIP software utilizes blank stock printing for W2s and 1099s and emailing paystubs are included with the application.

Applications include electronic banking capabilities as part of the applications. These include such things as ACH, Direct Deposit, EFT, etc.

VIP Analytics includes the following:

- City-wide Budget Builder, Custom Report Writer, Dashboards & Fund Monitoring, Personnel Budgeting, and Scheduler.

VIP Employee Portal includes the following:

- Employee Self-Service - Employee Inquiry of pay and accrual information, includes configuration and training for site administrators.

VIP Employee Portal does not include the items listed below; however, a separate proposal can be provided upon requests to add these features.

- Employee Time-Off Requests
- Employee Time Entry

VIP Edge Check Signing Solution includes the following:

- The Edge Premium software includes a Software Solutions interface, custom forms design, imaging, 2 signatures, 1 logo, 2 check forms, 1 positive pay bank, and unlimited workstations. Additional signatures and positive pay banks will be quoted upon request. This solution requires a laser printer with MICR toner



and blank check stock.

Post Live Training

A standard workday includes 6 hours. Clients must schedule and utilize the allotted hours within 120 days of the go-live date. If the necessary time is not scheduled within this period, the project will be closed. Unused hours do not carry over or accumulate beyond this timeframe. Missed, rescheduled, or cancelled appointments without at least 24-hours notice may result in forfeited time.

To proceed with this order, please return signed quote and signed SLA to:
beasterling@mysoftwaresolutions.com

Acceptance

Printed Name: _____

Signature: _____

Title: _____

Purchase Date: _____

- **Over 500 Municipalities/ Local Governments in Ohio use our platform**
- **About 167 cities in Ohio use our platform**

Cities within Cuyahoga, Lorain, Medina, & Summit counties that use our platform:

1. City of Medina
2. City of Hudson
3. City of Tallmadge
4. City of Twinsburg
5. City of Macedonia
6. City of University Heights
7. City of South Euclid
8. City of Euclid
9. City of Richmond Heights
10. City of Olmsted Falls
11. City of Middleburg Heights
12. City of Maple Heights
13. City of Lyndhurst
14. City of Independence
15. City of Highland Heights
16. City of Garfield Heights
17. City of Fairview Park
18. City of Brooklyn
19. City of Broadview Heights
20. City of Bedford
21. City of Beachwood
22. City of Amherst
23. City of Avon
24. City of North Ridgeville
25. City of Brunswick
26. City of Barberton
27. City of Green
28. City of New Franklin
29. City of Norton

City of Brook Park Five-Year Estimated Breakdown

	2026	2027	2028	2029	2030
One-Time Implementation Fees:	\$58,320	\$43,740	\$43,740	\$0	\$0
VIP Annual Fees:	\$69,300	\$69,300	\$69,300	\$69,300	\$69,300
Archive Database	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600
Sandbox Database	0	\$4,600	\$4,600	\$4,600	\$4,600
Total:	\$132,220	\$122,240	\$122,240	\$78,500	\$78,500

Product	Annual Cost
Base Platform Fee for Software Assurance	\$ 14,580.00
Accounting	\$ 10,395.00
Analytics/ Budgeting	\$ 3,465.00
Payroll	\$ 10,395.00
Employee Portal	\$ 3,700.00
Talent Management	\$ 11,560.00
Assets Management	\$ 1,386.00
Cloud Hosting	\$ 11,304.00
Departmental Workflow	\$ 1,850.00
VIP Edge Checks	\$ 665.00
Live VIP Database Total	\$ 69,300.00
Sandbox	\$ 4,600.00
Archive Database	\$ 4,600.00
Total with additional databases	\$ 78,500.00



The City of Brook Park

Key benefits include:

- **Ohio-Based Company:** SSI is a 100% employee-owned company based in Dayton, Ohio. Our software is built around Ohio's cash accounting requirements, unlike many systems that are accrual-based. VIP is also designed to handle Ohio's complex payroll requirements, including OPERS, pensions, deductions, and accrual balances.
- **Improved Reporting:** Enhanced reporting tools provide better visibility into financials and day-to-day operations.
- **Real-Time Access:** Departments and staff can instantly view available funds for requisitions, purchase orders, budget adjustments, and more.
- **Employee Self-Service:** Employees have 24/7 access to paystubs, W-2s, accrual balances, and other payroll information, through the app on their phone.
- **City-Wide Budgeting Tool:** Integrated budgeting software allows departments, boards, and leadership to review prior years, forecast future budgets, submit requests, and manage the approval process. Includes payroll budgeting features for staffing and benefit projections.
- **Human Resources Management:** Digital recruiting, job posting, applicant tracking, onboarding, interviewing, and performance review tools help reduce paper-driven processes.
- **Electronic Requisitions and Purchase Orders:** Streamlined digital workflow approvals help eliminate delays and improve efficiency.
- **Audit Support:**

- State auditors can be granted secure read-only access to reports.
- Built-in audit files provide key information instantly.

- **Asset Management:** Track, manage, and depreciate fixed assets within the system.

- **Project and Grant Tracking:** Fully integrated with the general ledger and reporting tools.

- **Bank Reconciliation:** Integrated reconciliation tied directly to the general ledger, reducing reliance on spreadsheets.

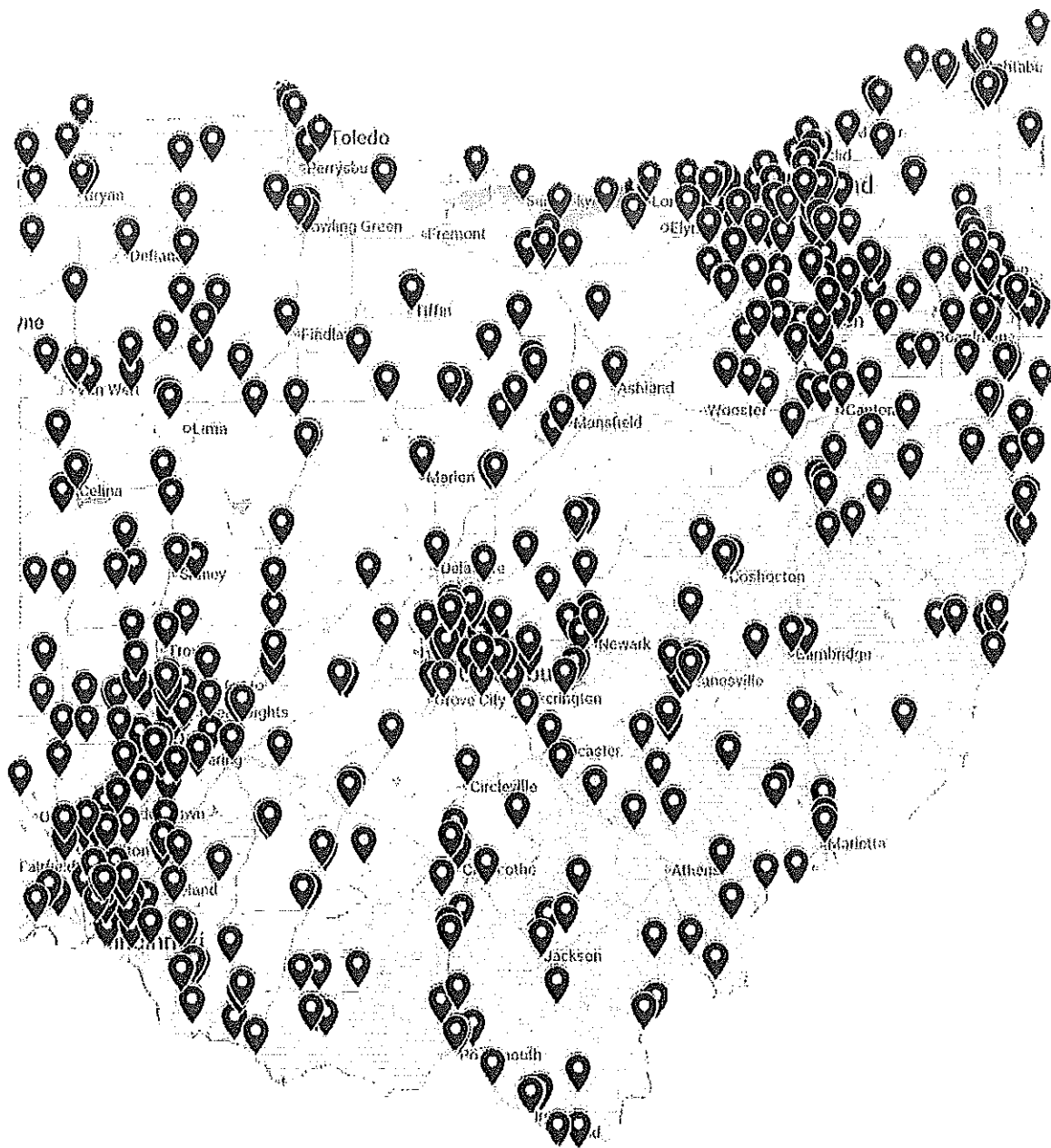
- **Year-End Processing:** Smoothly manage transactions and reporting across multiple fiscal years.

- **Document Management:** Scan and attach documents throughout the system, including vendor forms, invoices, quotes, and supporting documentation.

- **Vendor Management:** Improved vendor search capabilities and tools to help maintain a cleaner vendor list.

- **Invoicing and Accounts Payable:**
 - Ability to pay vendors electronically through ACH.
 - Scan paper invoices directly into the system.
 - Automated invoice workflows allow vendors to digitally submit invoices, helping streamline the approval and payment process.

Over 500 Customers in Ohio



VIP County Auditor Customers in Ohio (42/88)

