

ORDINANCE NO. 65-22

AN ORDINANCE AMENDING THE BENCHMARK SOFTWARE LICENSE AGREEMENT BETWEEN PIONEER TECHNOLOGY GROUP, LLC AND THE MEDINA MUNICIPAL COURT.

WHEREAS: The Case Management System for the Municipal Court was authorized by Judge Dale H. Chase via Judgement Entry dated June 14, 2017, and the agreement was entered into on September 18, 2017; and

WHEREAS: Both parties have agreed to amend this Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Amendment to the September 18, 2017 Benchmark Software License Agreement between Pioneer Technology Group, LLC and the Medina Municipal Court is hereby authorized, subject to the Law Director's final approval.

SEC. 2: That a copy of the amendment to the agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be considered in full force and effect at the earliest period allowed by law.

PASSED: April 11, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 12, 2022

SIGNED: Dennis Hanwell
Mayor

ORD. 65-22
Exh. A



**AMENDMENT to the
September 18, 2017, Benchmark Software License Agreement between
Pioneer Technology Group, LLC and Medina Municipal Court**

This Amendment No. 1 ("*Amendment*") to the Benchmark Software License Agreement ("*Agreement*") by and between Pioneer Technology Group, LLC ("*PTG*") and Medina Municipal Court ("*Medina*") is made and entered into the date both parties sign this agreement.

All capitalized terms not defined in this Amendment have the meanings given to them in the Agreement.

The parties agree to amend the Agreement as follows:

1. Pioneer will configure the following functionality in Benchmark:
 - a. Ability to send text notifications to parties.
 - b. Integrated nCourt link in payment reminder text messages. Gives parties the ability to make payments online from the text message link.

Except as expressly modified herein, all terms and conditions of the original Agreement and subsequent Amendments or Addendums shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives as of the date first above written.

MEDINA:

Signed: Dennis Hanwell
 Name: Dennis Hanwell
 Title: Mayor, City of Medina
 Date: April 12, 2022
 Street Address: 132 N Elmwood Ave
 City/State/Zip: Medina OH 44256

PIONEER TECHNOLOGY GROUP:

Signed: Darin Rasmussen
 Name: Darin Rasmussen
 Title: Executive Vice President
 Date: 4/14/2022
 Street Address: 3025 Windward Plaza, Suite 200
 City/State/Zip: Alpharetta, GA 30005

EXHIBIT A: FEES

Benchmark E Services Package	
Includes	Amount
E Services Setup Fee <ul style="list-style-type: none"> • <i>Text notifications license and configuration</i> • <i>Integrated online payments if applicable (nCourt)</i> <p align="center"><i>nCourt payments processing fees paid by parties</i></p>	\$10,500
Annual Texting Fees <i>(based on an estimated 25,000 texts per year, see texting fees chart for details)</i>	\$254

Annual Texting Fees (Outbound Only)	
Text Segments (up to)	Annual Cost
25,000	\$254
50,000	\$507
100,000	\$1,013
125,000	\$1,266
150,000	\$1,519
200,000	\$2,025
250,000	\$2,532
300,000	\$3,038