

PROFESSIONAL SERVICES AMENDMENT NR. 05 TO LICENSE AGREEMENT 335

This Professional Services Amendment Nr. 05, hereinafter called "Amendment Nr. 05" is between Computer Information Systems, Inc., hereinafter called "CIS" and the City of Ocala, Florida hereinafter called "City" or "User". This Amendment Nr. 05 specifies the Terms and Conditions under which the CIS Professional Services hereinafter called "Services" are provided to deploy the CIS Program Products detailed in the Deliverables below.

WHEREAS, CIS currently provides its Computer Aided Dispatch ("CAD") System, Records Management System ("RMS"), Mobile Computer System ("MCS") and Automatic Vehicle Location ("AVL") hereinafter called "Systems" to the City to support the Ocala Police Department ("OPD") law enforcement operations; and

WHEREAS, Ocala Fire Rescue ("OFR") is currently dispatched by Marion County;

WHEREAS, OFR dispatch operations will move to OPD beginning of April 2020; and

WHEREAS, OPD requires additional CIS Systems and Professional Services to support OFR;

WHEREAS, CIS provided a Cost Proposal dated February 27, 2019 to add said Systems and Professional Services; and

WHEREAS, The City has approved said Cost Proposal and requested this amendment;

NOW THEREFORE, the Parties hereto agree to the following:

1.0 AMENDMENT SCOPE

CIS agrees to furnish the City with Systems and Professional Services detailed hereinafter. The City acknowledges and agrees that this Amendment replaces all prior written and oral communications from CIS regarding said Systems and Professional Services in their entirety and that the Specifications set forth in this Amendment solely define the functions and features of the Systems to be delivered.

2.0 DELIVERABLES

2.1 CIS Systems

CIS agrees to furnish the following Program Products and Interfaces detailed in Addendum A as follows:

2.1.1 CAD System

- CAD Client Software
- CAD-Image Trend Interface

2.1.2 MCS

- MCS CAD Client Software
- MCS Map Client Software

2.1.3 AVL System

- AVL Mobile Client Software

2.2 Professional Services

CIS agrees to furnish the Professional Services detailed in Addendum A:

- Documentation
- System Generation
- Training
- Maintenance and Support
- Records Conversion

3.0 CONFIGURATION AND ACCEPTANCE SPECIFICATIONS

3.1 Specifications

The Features, Functional Specifications ("Specifications") and the Acceptance Specifications ("Acceptance") are set forth in the following Addenda attached hereto:

CAD	Specifications	Acceptance
CAD Client Software	Addendum D(11)	Addendum M(3)
CAD-Image Trend Interface	Addendum J(11)	Addendum R(4)
MCS	Specifications	Acceptance
MCS CAD Client Software	Addendum P(5)	Addendum R(4)
MCS Map Client Software	Addendum P(5)	Addendum R(4)
AVL System		
AVL Mobile Client Software	Addendum K(5)	Addendum R(4)

User acknowledges and agrees that the above Features and Functional Specifications for the CAD System, MCS and AVL System are subject to change without notice.

3.2 Systems Acceptance

Systems Acceptance of the MCS and AVL System shall be conducted at CIS as described in Addendum C, Task 6 below using OFR Laptops and in accordance with Addendum R(4).

3.3 Systems Implementation

The CIS Implementation of said configuration and deployment is detailed in Addendum C, Statement of Work below

4.0 COST AND PAYMENT SCHEDULE

User agrees to the Cost and Payment Schedule detailed in Addendum A below.

5.0 DELIVERY SCHEDULE

User agrees to the estimated Delivery Schedule detailed in Addendum B below.

6.0 USER RESPONSIBILITIES

6.1 Servers, Related Systems Software, Air Cards ("Hardware") and Wireless Networks

Unless scheduled in this Amendment Nr. 05, the CIS specified Hardware shall be provided by the User. The Hardware shall be installed and placed on the Network(s) by the User for remote software installation and configuration by CIS.

6.2 GPS Hardware

User shall configure the NEMA Protocol, 4G LTE Air Cards to report GPS Data at the rate of once per second.

6.3 Networks

Networks shall provide at least 300K of Network bandwidth for use by the Mobiles equipped with the MCS and AVL System. CIS shall supply a revised Network Diagram that complies with State of Florida CJIS regulations.

6.4 Installation

User is responsible for all MCS and AVL System Hardware, Air Cards and Network(s), Installation and MCS Mobile Mounting Hardware and Wiring.

6.5 Performance and Reliability

User acknowledges and agrees that the MCS System and AVL System Performance and Reliability with regard to transaction speed/time, accuracy, drop outs and/or outages of MCS Mobiles are due to the performance of both the wireless network provided and air card and beyond the control of CIS. It is the sole responsibility of the User and its Network Technology Provider(s) to implement any changes required to improve performance. CIS will provide technical advice to the User, as required.

6.6 Acceptance Test Equipment

Upon CIS request, User will send two (2) Lap Tops with Air Cards to CIS for MCS and AVL Systems installation and related software for tests at CIS as detailed in Paragraph 3.2 above. Upon Test Completion, the Lap Tops will be returned to the User with an installation CD for the other Lap Tops at the conclusion of Management Training at CIS.

7.0 ADDITIONAL ANNUAL LICENSE RENEWAL FEE

The User's additional Annual License Renewal Fee, including Maintenance and Support, is \$19,800.00 for the CAD, MCS and AVL Systems for the first year commencing with Go-Live and is included in Addendum A.

In the event that a specific date is desired by the User, the first Annual License Renewal Fee will be prorated to occur on that date and subsequent year, as applicable

8.0 CONTRACT TERMS

8.1 CIS and User agree that any dispute or course of action of this Amendment does not in any affect the obligations of CIS under the Agreement.

8.2 If any provision of this Amendment Nr. 05 is invalid or unenforceable in any circumstances, the remainder of this Amendment Nr. 05, and the application of such provision in any other circumstances, shall not be affected thereby.

8.3 All other terms and conditions of the Agreement as amended not in conflict with this Amendment Nr. 05 shall apply to this Amendment Nr. 05 including but not limited to Agreement Paragraph B, Warranty; Paragraph C, Limitation of Liabilities; and Paragraph H.7, Venue and Jurisdiction.

11-21-2019

8.4 In the event there is a dispute between the parties hereto with regard to any specifications, terms or conditions, the order of precedence shall be this Amendment Nr. 05, the Agreement as amended, and any resultant User Contract Documents.

9.0 NOTICES

All notices, certifications or communications required by this Amendment shall be given in writing and shall be deemed delivered when personally served, or mailed, with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to CIS:

Michael Yefsky, President
Computer Information Systems, Inc.
7840 Lincoln Ave, Suite 201
Skokie, IL 60077
Phone: 877-673-7800
Email: myefsky@cis.com

If to City of Ocala:

Tiffany Kimball
Director of Contracts
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding & Franjola, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: pgilligan@ocalalaw.com

10.0 VALID PERIOD

This Amendment is valid only if executed and received by CIS on or before December 20, 2019 unless extended in writing by CIS.

COMPUTER INFORMATION SYSTEMS, INC.

SIGNATURE: _____

OFFICER NAME: MICHAEL YEFISKY

TITLE: PRESIDENT

DATE: 11-21-2019

CITY OF OCALA, FLORIDA
PROFESSIONAL SERVICES AMENDMENT NR. 05

11-21-2019

CITY OF OCALA, FLORIDA

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: Jay A. Musleh

NAME: Jay A. Musleh

TITLE: Council President

DATE: 12/18/19

EFFECTIVE DATE: LAST DATE ENTERED ABOVE

ADDENDA: A, B, C, D(11), J(11), K(5), M(3), P(5), R(4), T(66)

Agency\Ocala, FL\Amendments\Professional Services Amendment Nr. 05 11202019

ATTEST:

Angel B. Jacobs
Angel B. Jacobs, City Clerk

Approved as to form and legality

Patrick G. Gilligan, City Attorney

W. James Gooding III
Assistant City Attorney



ACCEPTED BY CITY COUNCIL

December 17, 2019
DATE

OFFICE OF THE CITY CLERK

ADDENDUM A COST AND PAYMENT SCHEDULE

A. SYSTEM(S), SERVICES AND OTHER PROGRAM PRODUCT COSTS

1.0 SYSTEMS SOFTWARE

LICENSE FEE

1.1 Basic Program Products

CAD (2 WS @ \$ 15,000.00)

\$ 30,000.00

Total Basic Program Products

\$ 30,000.00

1.2 Special Program Products

CAD-Image Trend Interface

\$ 20,000.00

MCS CAD Client (35 Mobiles @ \$ 800.00)

\$ 28,000.00

MCS Map Client (35 Mobiles @ \$ 300.00)

\$ 10,500.00

AVL Mobile Client (35 Mobiles @ \$ 300.00)

\$ 10,500.00

Special Program Products Total

\$ 69,000.00

Systems License Fees Total

\$ 99,000.00

2.0 PROFESSIONAL SERVICES

2.1 On-Site Application Documentation

On-Site Application Documentation Tasks

Task	Days	Rate	Total
Interview Management	1	\$2,400.00	\$ 2,400.00
View Operations	1	\$2,400.00	\$ 2,400.00
Document Requirements	2	\$2,400.00	<u>\$ 4,800.00</u>

On-Site Application Tasks Total

\$ 9,600.00

Travel and Diem Expenses

\$ 2,480.00

On-Site Application Documentation Total

\$ 12,080.00

2.2 System Generation

\$ 75,000.00

Create Test System at CIS

Transfer Databases to CIS

Geofile Updates

Activity Updates

Unit Recommendation Strategies

Create Scripts

Test Scripts

Quality Assurance Testing

2.3 Training

On-Site Training Classes

Class	Students	Students/ Class	Hours/ Class	Classes	Rate/ Class	Total
System Manager	5	5	8	2	\$2,400.00	\$ 4,800.00
Fire MCS	140	8-10	4	20	\$1,800.00	<u>\$ 36,000.00</u>

On-Site Training Total

\$ 40,800.00

On-Site Live Operation Service

Function	Days	Rate/ Day	Total
Fire MCS	4	\$2,400.00	<u>\$ 9,600.00</u>

Cut-Over Services Total

\$ 9,600.00

Travel and Diem Expenses		<u>\$ 23,400.00</u>	
	Training Total		\$ 73,800.00
2.4 Additional Maintenance and Support			\$ 19,800.00
2.5 Records Conversion			<u>\$ 50,000.00</u>
	Total		\$ 329,680.00
3.0 PROJECT MANAGEMENT			<u>\$ 32,968.00</u>
	Grand Total		<u>\$ 362,648.00</u>
	Less: Internal Grant		<u>- \$ 87,648.00</u>
	Grand Total		<u>\$ 275,000.00</u>

B. PAYMENT SCHEDULE

Nr. 1	Payment upon Execution of Agreement	\$ 27,500.00
Nr. 2	Payment upon Delivery of Systems and Services	\$ 82,500.00
Nr. 3	Payment on Delivery of Training	\$ 82,500.00
Nr. 4	Payment on Delivery of Records Conversion	<u>\$ 82,500.00</u>
	Payments Total	<u>\$ 275,000.00</u>

C. TERMS

Net due upon receipt of Invoice as scheduled above.

**ADDENDUM B
DELIVERY SCHEDULE**

The estimated Target Delivery is based on the City's requirement that OPD is to begin dispatching OFR on April 1, 2020. The Actual Schedule ("Schedule") will depend upon the date of receipt of order, User delays caused by season, personnel, community events, technical problems and other factors beyond the control of CIS or User. The following estimated Target Delivery Schedule assumes a Project Start Date of December 18, 2019.

<u>TASK</u>	<u>ESTIMATED TARGET DATE(S)</u>
1. Documentation	12-18-2019 thru 01-15-2020
2. System Build – at CIS	01-18-2020 thru 02-26-2020
3. Management Training and Orientation at CIS	03-02-2020 thru 03-03-2020
4. Delivery, Installation, and User Orientation	03-09-2020 thru 03-20-2020
5. Final Installation and On-Site Personnel Training	03-21-2020 thru 03-31-2020
6. One (1) Year Maintenance and Support	04-01-2020
7. Records Conversion	06-17-2020

**ADDENDUM C
STATEMENT OF WORK ("SOW")**

This SOW details the Professional Services ("Services") provided by CIS in connection with the Program Products provided and the User's responsibilities under this Amendment.

1.0 PROGRAM PRODUCTS

1.1. Basic Program Products

Computer Aided Dispatch (CAD)

- CAD Client Software
- CAD-Image Trend Interface

1.2. Special Program Products

Mobile Computer System (MCS)

- MCS CAD Client Software
- MCS Map Client Software

Automatic Vehicle Location (AVL) System

- AVL Mobile Client Software

1.3. Manuals

MCS Operator Guide

2.0 PROFESSIONAL SERVICES (Services)

2.1. General Administrative Services

CIS will provide the Services to administer the Tasks detailed in Paragraph 3.0, below. The CIS Project Manager will have responsibility to assemble a CIS Deployment Team of professionals consisting of Network Engineers, Operations Analysts, Developer/Programmers and Trainers that will participate in the Deployment Tasks listed in Paragraph 3.0 below. The CIS Project Manager will also coordinate the Work and schedule the CIS personnel at CIS and at the User site.

2.2. With the User's Project Manager, CIS will discuss this Amendment, Statement of Work, and the Change Order Procedures in the event the User requests changes that involve additional money and/or time. The User will assign a Project Manager to work with the CIS Project Manager as the point-of-contact.

2.3. Provide orientation for new CIS project team members.

2.4. Establish and administer detailed CIS project Schedule of Tasks with a Pert Chart ('Project Plan') and revise Project Plan based on User and CIS events that impact the Schedule.

2.5. Provide email notices to User when certain Tasks detailed in Paragraph 3.0 below can be scheduled.

3.0 DELIVERY TASKS

CIS will perform the following Tasks under this Agreement, consisting of: (1) tasks which are required and incidental to CIS' generation and deployment of its Systems

and (2) the delivery of Network Technology and any other products or services that are added under any Amendments hereto detailed in Paragraph 7.0 below.

3.1. Task 1 – Documentation

3.1.1. CIS will provide the User with a Project Plan that details the information and documentation CIS requires including:

- Code Table Modifications
- Unit Recommendation Strategies

3.1.2. Assist User by telephone in fulfilling documentation requests.

3.1.3. CIS will schedule an on-site visit to complete the documentation, and discuss User's specific related requirements for the new Systems.

3.1.4. CIS will review User's documentation and the operations information gathered during the on-site visit. CIS will make recommendations to the User to satisfy its requirements and make revisions as available alternatives are explored.

This Task is complete when CIS receives its required Documentation from the User.

3.2. Task 2 – System Build (at CIS)

3.2.1. Generate User's System on CIS Servers based on OFR documentation, information and requirements obtained by CIS in Task 1.

3.3. Task 3 – Management Training and Orientation (at CIS)

User's management staff (Project Head, Systems Manager, Dispatch Supervisor(s), IT Manager, etc.) will attend a three (3) day Management Training Class at CIS. CIS personnel will demonstrate the System as generated in Task 2, above for the attendees to review its completeness.

The primary objective will be to transmit a sufficient working knowledge of the System so that the OPD can:

- Review the OFR Configuration and operate hands-on the CAD
- Anticipate the impact of the OFR Configuration on the existing operations.
- Review any potential conflicts between the present User Systems and the CIS
- Establish any new policy and directives in advance for the new System.
- Know the content of the training and develop a training schedule best suited OPD and OFR specific staff.
- Become familiar with what the Systems may be phased into management's day-to-day use of the System.
- Plan For Training

3.3.1. User will execute Sign-Off Sheets for the OFR Configuration.

This Task is complete when CIS provides User Training at CIS and OPD signs off on the OFR Configuration.

3.4. Task 4 – Delivery, Installation and User Orientation

- 3.4.1.** CIS will install the OFR Configuration on the OPS' Training System.
- 3.4.2.** CIS will assist OPD IT Staff to install and configure and the CIS MCS and AVL Client Software on OFR Mobile Laptops;
- 3.4.3.** Test OPD Training System.

This Task is complete when the Training System is installed, OPD IT Staff has completed the MCS and AVL installation and CIS Tests the Training System.

3.5. Task 5 – Final Installation and On-Site Personnel Training

3.5.1. Installation of Modifications

Installation will be performed electronically by CIS on the day prior, On-Site Training as detailed below. CIS will review the initial installation(s) and load any System updates that have been released during the time interval between the initial and the final installations.

- 3.5.2.** CIS will provide up to sixteen (16) days of Staff training on Systems for User personnel. This level of effort will provide one hundred twenty eight (128) hours of training during the training from 8:00 AM to 5:00 PM and will cover On-Site Training Classes and On-Site Cut-Over Training.
- 3.5.3.** Two (2) types of Personnel Training modules at User's Site can be provided as required by the User as follows:
 - System Manager
 - Fire MCS
- 3.5.4.** The System Manager Class is sixteen (16) hours in length and may be attended by four (4) to six (6) personnel per session. The Fire MCS class is four (4) in length and may be attended by ten (10) personnel per session.
- 3.5.5.** Additional training days require formal authorization by User and will be billed at \$ 2,400.00 per day plus travel and diem expenses. User shall estimate the number of persons to be trained for each System and advise CIS to adjust the Amendment amount for the actual number of days required.
- 3.5.6.** On-site training will commence after completion of Task 4 and when User can schedule its personnel for training. It is assumed that the User may elect to go live immediately after training.

This Task is complete when CIS has provided the required number of Training days as detailed in Addendum A, above.

3.6. Task 6 – Maintenance and Support of Systems

Maintenance and Support shall commence at Go-Live on September 30, 2019

3.7. Task 7 – Records Conversion

When OFR goes live on the System, CIS will schedule the Records Conversion Task as detailed in Addendum T(66). The conversion date schedule may have a substantial backlog. After CIS supplies User with a conversion date, the conversion process shall begin.

4.0 USER RESPONSIBILITIES

User will be responsible for the following tasks:

- 4.1.** Obtain Mobile Laptop requirements from CIS.
- 4.2.** Install and configure CIS MCS and AVL software on OFR Mobile Laptops.
- 4.3.** Install and configure OPD VPN software as required.
- 4.4.** User will be responsible for any travel and diem expenses for users' staff during the course of this project.
- 4.5.** Schedule and prepare User's personnel for on-site training as required in CIS Task 5 above.

5.0 CHANGE ORDER PROCEDURE

Change Orders to the SOW may be requested at any time by either party to the Agreement. Since a Change Order could affect the price, schedule or other terms of the Agreement, both the User and CIS must approve each change before implementing the change.

This procedure will be used by User and CIS to control changes to the Statement of Work and changes to any previously approved deliverables.

- 5.1.** All Change Order Requests will be submitted in writing by User. User will describe the change and include whatever rationale is applicable including marked up screens and reports.
- 5.2.** CIS will respond with the estimated effect the change will have on the Statement of Work, price and delivery. If accepted by the User, CIS will prepare a formal specification for incorporation in the Change Order.
- 5.3.** CIS does not warrant that it will accept any Change Order request. Only Change Orders that are consistent with CIS long term general enhancement goals for its Products will be considered by CIS. CIS will retain all rights and title to any software that may result from any Change Order.
- 5.4.** Approved Change Orders will be incorporated into this Agreement through written change authorization, by both parties to this Agreement.

6.0 SCOPE OF SERVICES

CIS provides professional, consulting, engineering and programming services (Professional Services) only in connection with the Systems. These Professional Services are for modification and reconfiguration of its off-the-shelf Systems to the User's operational requirements, the User's state and FBI CJIS Amendments.

ADDENDUM D(11)
COMPUTER ASSISTED DISPATCH (CAD) SYSTEM

1.0 COMPUTER ASSISTED DISPATCH (CAD)

1.1 CAD FEATURES

The principal CAD features are as follows:

- Windows E911 ANI/ALI Data
- Automatic Entry of CAD fields of E911 ANI/ALI
- Reverse geocodes ALI Cellular Lat/Long to closest Street Address
- Automatic Incident Number Generation By Agency and Service
- Separate Incident Numbers for Police, Fire, EMS and Public Works
- Date and Time Stamps Transactions
- Name Check for Warrants
- Name Check for Priors
- Name Check for Court Orders
- Pending Incident Check
- Prior Incident Check
- Verifies Addresses
- Verifies Intersections
- Verifies Common Places
- Translates Alias Street Names
- Translates Alias Common Place Names
- Checks for Hazardous Locations
- Checks for Prior Incidents at Location
- Checks for Pending Incidents at Location
- Determines Police, Fire, EMS and Public Works Responses.
- Dispatches Multiple Services (Police, Fire, EMS, Public Works) with a Single Click
- Premise Response File
- Call Scheduling, On Time and Recurrent
- Multiple Incident Assignment (Stacking)
- Displays E911 and Phase 1, Phase 2 Wireless Calls on Map System*
- Displays Incident's Location and Units on Map System*
- Dispatches Police, Fire, EMS and Public Works from a Single or Multiple Workstations
- Dispatches to Mobile Computer System (MCS) Mobiles*
- Prints Fire dispatches at Fire Stations*
- Provides CAD Data to Fire and EMS Records Interface*
- Provides Multiple Service Dispatch For Single Incidents
- Displays Incident Status in CAD Window and on Map
- Displays Status of Police, Fire, EMS and Public Works Units in CAD Window and on Map
- Quick Entry Window
- Unit Status Window
- Unit On/Off Duty Window
- Unit Drag/Drop for Incident Assignment
- Quick Entry Field Initiated Screens
- Image Enabled for Photos and Mug Shots
- AVL Enabled
- Integrated with CIS' Records Management System (RMS), Mobile Computer System (MCS), Jail Management System (JMS) and Civil Process System (CPS)

1.2 CAD SYSTEM REPORTS-STANDARD

- Blotter by Agency
- Officer Activity
- Officer Activity by Shift
- Unit Activity
- Unit History
- Radio Log

1.3 CAD REPORTS – ANALYSIS

- Analysis By Day
- Analysis By Shift
- Analysis By Route/Beat By Hour
- Analysis By Fire Box By Hour
- Analysis By EMS Zone By Hour
- Analysis By Activity By Hour
- Analysis By Activity By EMS Zone
- Analysis By Activity By Fire Box
- Analysis By Activity By Route/Beat
- Analysis By Activity By Day

1.4 CAD REPORTS – DAILY SUMMARY

- Daily Summary
- Daily Summary By Activity
- Daily Summary By Location
- Daily Summary By Disposition
- Daily Summary By How Received

ADDENDUM J(11)
CAD-IMAGETREND FIRE RECORD SYSTEM INTERFACE

1.0 GENERAL

CIS will furnish the CAD-FRS Interface that will send CAD data to the ImageTrend CAD Monitor ("CAD Monitor") on the User's Server or the ImageTrend Cloud.

2.0 FRS INTERFACE SPECIFICATIONS

2.1 Data from CAD dispatch transaction data for Fire Services (F1, F2, F3, etc.) and EMS Services (E1, E2, E3, etc.) will be transmitted to the CAD Monitor.

2.2 The FRS Interface is unidirectional from the CAD to the CAD Monitor.

2.3 For a given Calls for Service (CFS) data is sent to the CAD Monitor as transactions (CFS creation, unit status changes, etc.) are made by the Dispatcher.

2.4 CAD transaction data is limited to CAD captured Alarm Date Time, Alarm Type, Location, etc., and transmitted in compliance with the format agreed to by CIS and ImageTrend.

3.0 USERS' RESPONSIBILITY

3.1 Purchase and install any required ImageTrend Software.

3.2 Provide Fire Station workstation(s) network connectivity to User's Server specified by CIS.

**ADDENDUM K(5)
AUTOMATED VEHICLE LOCATION SYSTEM (AVL)**

1.0 GENERAL

The CIS AVL System is used in conjunction with the CIS Computer Aided Dispatch ("CAD") System and Mobile Communications System ("MCS").

2.0 FEATURES AND FUNCTIONS

The operational features and functions are follows:

2.1 Transmits the Unit's GPS Coordinates to the CAD System.

2.2 The AVL System pin maps an Icon representing the Mobile's Service Type on the CIS CAD Map and MCS Map Clients. Attributes include the Unit Number, assignment and status.

2.3 Provides AVL Playback

3.0 USER RESPONSIBILITY

3.1 User shall supply a Wideband Wireless Networks: 4G LTE AirCards with integrated GPS or separate GPS receivers and antennae, laptops, mounting hardware and all other items of labor and equipment required as detailed hereinafter to support the Mobile Computer System (MCS) and AVL System. User shall inform CIS of User's intended operational requirements, fleet size and coverage specifics prior to any purchase of the network, laptops, equipment, etc. CIS will then provide User with specific information and specifications including wireless bandwidth.

3.2 User shall confirm with Wireless vendor the peak capacity of the Wireless Network. The peak number will occur during special events and local/regional emergency systems. Saturation of all networks grows at an exponential rate that cannot be increased by other means except available bandwidth or channels. Marginal coverage due to both backbone sites and topography increases transactions and the saturation rate. User shall provide CIS with technical contacts for the Wireless Network Vendors being considered in User's geographical area.

3.3 The User shall supply any required Wireless hardware/network for test purposes and/or vendor developer kit upon CIS request.

3.4 The User will install all the above MCS Mobile Hardware, Wiring, Receiving equipment, etc.

4.0 AVL SYSTEM ACCEPTANCE

AVL System Acceptance shall be at CIS in accordance with Addendum R(4).

**ADDENDUM P(5)
MOBILE COMPUTER SYSTEM (MCS)**

1.0 GENERAL

The MCS System Software consists of any of the following:

- MCS Server Software
- MCS CAD Client Software
- MCS Enhanced CAD Client Software
- MCS State/NCIC Interface
- MCS Mapping Software
- MCS RMS Client Software

2.0 MCS CAD CLIENT TRANSACTIONS

- CAD Dispatches to Mobile
- Mobile Status to CAD
- Mobile Disposition to CAD
- Mobile Traffic Stop to CAD
- Incident Log
- Incident Blotter
- Prior Call History
- Premise Information
- Displays ProQA Data
- CAD Message to Mobile
- Mobile Message to CAD
- Mobile Message to Mobile
- RMS Image to Mobile

3.0 MCS ENHANCED CAD CLIENT TRANSACTIONS

- Incident Report Entry, Inquiry and Update
- Report Flow
- Person, Location, Plate, Date Range, Unit History Inquiries
- CID Name Involvements

4.0 MCS STATE (CJIS/NCIC) INQUIRIES

- Person
- Vehicles
- Firearms
- Boats
- Articles

5.0 MCS MAPPING SPECIFICATIONS

- Displays Incident and Vehicle Location
- Displays E911 Call Location
- Uses Agency Shape Files
- Interfaced with ESRI On-Line
- Interfaces with Pictometry

6.0 MCS RMS WS CLIENT SPECIFICATIONS

This MCS RMS WS Client enables the Mobile operator to access and operate the RMS System. A given Mobile operator may perform those functions permitted by his specific profile in the CIS System Matrix Security System. Direct access to System Sign-On requires Terminal Services and Citrix and is subject to State CJIS guidelines.

7.0 MCS SYSTEM HARDWARE AND SYSTEM SOFTWARE REQUIREMENTS

7.1 Mobile Laptop Requirements

- Processor: Intel Quad Core Processor
- RAM: 8 GB
- 500 GB Hard Drive or 256 GB SSD
- Air Card – 4G/LTE
- DVD Available
- Touch Screen
- Back-lit Keyboard
- Automobile Accessory AC Adaptor
- Ruggedized
- Windows 7 Professional or Windows 10 Operating System; 64 Bit
- MS Word
- Internal or External GPS is AVL is desired

7.2 MCS Server Requirements

7.2.1 Server Specifications

Check with CIS for specifications applicable to the number of Mobiles initially and anticipated.

8.0 CJIS REQUIREMENTS

8.1 Virtual Private Network (VPN) and Two (2) Factor Authentication

A Virtual Private Network (VPN) is required to satisfy CJIS requirements; two (2) factor authentication may be required.

8.2 Network Diagram

User shall prepare a Network Diagram subject to State CJIS Requirements. Said Network Diagram shall be approved by the State CJIS prior to CIS Mobile Installation.

9.0 LIMITATIONS

9.1 Features

Certain features and functions may not be available for the current version of the User's System, Windows, Mobile Laptops or Wireless. Check with CIS for availability.

9.2 Performance

Performance, including response time is a function of User's hardware and wireless network or common carrier communications network and is outside the scope of the CIS MCS Software furnished herein. User will, at his own cost, purchase any hardware and software necessary to achieve and maintain User's desired performance within the limitations imposed by said hardware, including without limitation of MCS Servers, Laptops and wireless network.

Masters\Addenda\MCS-P\Addendum P(5) 07212018

**ADDENDUM R(4)
ACCEPTANCE PROCEDURES FOR SPECIAL PROGRAM PRODUCTS AND OTHER
PROGRAM PRODUCTS**

1.0 SPECIAL PROGRAM PRODUCTS

1.1 ACCEPTANCE PROCEDURES

Acceptance of a Special Program Product shall be based solely on reasonable compliance with the applicable Addenda listed in the Definitions of this Agreement, or as set forth in any Amendment to this Agreement hereinafter, or as set forth in specifications in any Amendment to this Agreement as applicable. CIS will demonstrate that the Special Program Product reasonably complies with the Specifications set forth. Said demonstrations that the Special Program Product reasonably complies with the applicable Addenda shall constitute acceptance of the Special Program Product by the User. The System(s) Acceptance Procedure will be conducted in Two (2) Steps. The First Step will be conducted on the CIS Server(s) and Workstation(s) at CIS. The Second Step is Acceptance Verification and will be conducted remotely on User's Server at the time of Initial Delivery.

User shall acknowledge User's Systems Acceptance in writing at the times of Systems Acceptance at CIS in Step 1 and Acceptance Verification in Step 2.

1.2 FAILURE TO ACCEPT

In the event that a given Special Program Product is not in reasonable compliance with the applicable Addenda, User may reject said Special Program Product. If User rejects said Program Product under the provisions of Paragraph 1.1 above and CIS fails to cure the lack of compliance within ninety (90) days, then CIS shall refund the money received by CIS for that given Special Program Product. The User agrees that the User's sole recourse for rejection of a given Special Program Product shall be the refund of any money paid to CIS for that Special Program Product and that Special Program Product shall then be deleted from the Agreement and User's Computer.

2.0 OTHER PROGRAM PRODUCTS

Other Program Product(s) consist of hardware and/or software and services supplied by other vendor(s) under separate vendor's license agreement(s) between the vendor and the User. The terms and conditions of the sale, acceptance, warranty, maintenance and support, are given in said vendor's license/purchase agreement. The User agrees that CIS' sole responsibility is to manage the transfer of User's funds received by CIS for payment to the vendor. The User will pay the vendor directly for maintenance and support beyond the vendor's initial warranty period unless payment(s) are made to CIS under scheduled Diagnostic support.

3.0 FAILURE TO DELIVER SPECIAL PROGRAM PRODUCTS AND OTHER PROGRAM PRODUCTS

In the event that either User and/or CIS determines that it is unreasonable for CIS to provide for any reason including cost and/or compatibility with the System(s) any Special Program Product or the User does not Accept any Special Program Product on delivery

for any reason, then CIS will delete said Special Program Product and any balance due from the Agreement, and refund to User any monies paid to CIS for said Special Program Product.

If the User decides to delete an Other Program Product if it has been ordered, and if delivered and not been placed in service (not connected to the System(s)), any payment made by CIS on behalf of the User shall be subject to the return policy and restocking fee, if any of the Vendor of said Other Program Product. Any balance due for said Other Program Product shall then be deleted from the Agreement.

If the User desires to delete an Other Program Product, if ordered, delivered and it has been placed in service (connected to the System(s)), it shall only be subject to said Vendor's Warranty and Maintenance Policy.

Deletion of any Special Program Product or Other Program Product from the Agreement shall not bear on the User's acceptance and payment for any Basic Program Product or any other Special Program Product or Other Program Product in the Agreement or any Amendment thereto.

4.0 OBLIGATIONS

User acknowledges that User has entered into this agreement with the understanding that any or all of the Special Program Products and Other Program Products listed in the Definitions of the Agreement may not be deliverable or acceptable to the User and that the User's sole recourse for any failure to deliver or lack of acceptance of said products is specified in the above paragraphs. The disposition(s) of any of said product(s) shall not affect the other obligations of the parties hereto under this Agreement.

**ADDENDUM T(66)
TRITECH INFORM CAD SYSTEM CONVERSION TO
CIS CAD SYSTEM**

1.0 SCOPE

CIS will undertake a Conversion Program of certain User's Records created in the existing TriTech Inform System. The User shall be responsible for providing CIS access to the TriTech System for download of the files to CIS. CIS will use its existing conversion programs that will convert the TriTech Inform Tables to CIS' CAD SQL Tables.

1.1 PHASES

The User File Conversion is performed in phases as follows:

- Phase 1-File Download by CIS
- Phase 2-File Conversion, Test and Verification by CIS
- Phase 3-Analysis and Approval by User
- Phase 4-Delivery and User File Conversion

2.0 PHASE 1-FILE DOWNLOAD

The User will provide access to the TriTech Inform System on the User's Server. CIS will electronically download the Files to CIS.

3.0 PHASE 2-CONVERSION SOFTWARE DEVELOPMENT, TEST AND VERIFICATION BY CIS

3.1 User Calls for Service Records

<u>Intergraph Calls for Service</u>	<u>CIS Module/Sub Module</u>
Calls for Service Data	CFSDData
Calls for Service Times	CFSTime
Assigned Units	CFSUnit
Unit History	Statushistory

4.0 PHASE 3-ANALYSIS AND USER ACCEPTANCE

4.1 CIS will demonstrate the converted files at CIS Management Training and Orientation and at a later date when complete.

4.2 Payment will be made by the User only if the User DOES ACCEPT the conversion and CIS delivers conversion software. See Paragraph 8.3 below.

5.0 PHASE 4-DELIVERY AND FINAL USER FILE CONVERSION

5.1 CIS will install the conversion software with the User's Windows System.

5.2 The User will run the CIS file conversion procedure on User's Computer when the User terminates entry of records on User's existing system.

6.0 DATA ERRORS

User acknowledges that errors exist that may prevent the User's file data from being converted or that errors may occur in conversion of said data files and that CIS is not responsible for the quality of the resultant User's data files or converted records on the User's Computer.

7.0 ACCEPTANCE

Acceptance of the User File Conversion is shall be accordance with Addendum R(4).

8.0 PAYMENT

8.1 In the event that User cannot meet the requirements of Paragraph 2.0 above and/or does not accept the CIS conversion (Paragraph 4.2), User will not be obligated to pay the Record Conversion Fee detailed in Schedule A hereto. CIS will credit any payments received for the Record Conversion against final payments and CIS will not be obligated to deliver any Record Conversion software.

8.2 Failure by CIS to develop Record Conversion software for User's data files or failure by User to authorize CIS development of conversion software shall not in any way affect the obligation of the parties hereto for the other System(s), Products and Services scheduled under this Agreement in accordance with Addendum R(4).

8.3 In the event that User accepts the Record Conversion, User will pay CIS the Record Conversion fee detailed in Schedule A hereto upon delivery of the File Conversion software.

Masters\Addenda\File Conversion – T and K\Addendum T(66) TriTech Inform File Conversion
03082019