

**AMENDMENT NR. 3 TO COMPUTER INFORMATION SYSTEMS INC. LICENSE  
AGREEMENT NR. 335 ("AGREEMENT")**

**THIS AMENDMENT Nr. 3** is entered by and between the City of Ocala, a Florida municipal corporation ("City") and Computer Information Systems, Inc. ("CIS"), an Illinois Corporation located at 7840 Lincoln Ave, Skokie 60077. The City and CIS are currently contracted with each other pursuant to License Agreement Nr. 355 entered into on December 21, 2006 for a CAD System and other Systems. The purpose of this Amendment Nr. 3 is for an information exchange program with Marion County, Florida ("County").

**WHEREAS:**

A. The City on behalf of the Ocala Police Department ("OPD"); and Marion County, Florida, on behalf of the Marion County Public Safety Communications ("MCPSC") provide emergency, disaster recovery and criminal justice services from the OPD Dispatch Center and MCPSC Dispatch Center, respectively. Said Dispatch Centers are connected to State and Federal networks as indicated in Paragraph D below.

B. MCPSC is currently under contract with the TriTech Software Systems ("TriTech") to operate the TriTech VisiCAD System and OPD is presently under contract with Computer Information Systems, Inc. ("CIS") to operate the CIS Computer Aided Dispatch (CAD) System.

C. For purposes of this Amendment Nr. 3, CIS and TriTech are independent corporations acting on their own behalf solely to provide contractual services to their respective clients.

D. The MCPSC Dispatch Center and OPD Dispatch Center presently have access to the Florida Criminal Justice Network ("CJNet"), National Crime Information Center ("NCIC"), the Florida Crime Information Center and the Interstate Identification Index ("III") (collectively referred to as "FCIC") via network connectivity to the FDLE.

E. The City and County have represented to CIS and TriTech their requirement to exchange Calls for Service Data between their respective CAD Systems.

F. In order to achieve the exchange of Calls for Service Data between the respective CAD Systems, CIS will be required to configure its existing CAD to CAD Interface to conform to the TriTech VisiCAD Application Program Interface ("TriTech API")

G. CIS and TriTech technical personnel have reviewed salient technical documents including TriTech's API Document that supports the information exchange

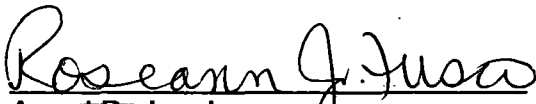
required. TriTech has represented to CIS that they are in agreement that the data exchange can be made for the purposes set forth herein.

**NOW, THEREFORE,** the Parties here to agree to the following:

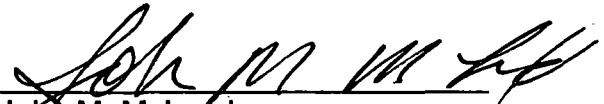
1. The CIS CAD to CAD Interface is a Special Program Product as defined in the Agreement.
2. All terms and requirements set forth in Exhibit 1.
3. Acceptance shall be in accordance with Addendum R(4).
4. Project Start Date shall be upon receipt of executed Amendment Nr. 3 and Payment Nr. 1.
5. Estimated Target Delivery is 120 Days after Project Start Date.
6. 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. 03, the Agreement as amended, and any resultant User Contract Documents.

**IN WITNESS WHEREOF,** the parties have executed this Amendment Nr. 3 on the dates set forth below.

**ATTEST:**

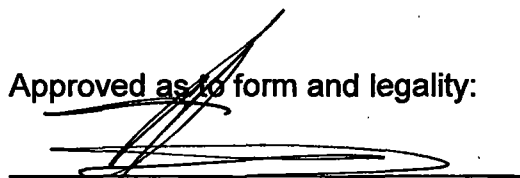
  
~~Angel B. Jacobs~~      Roseann J. Fusco  
City Clerk              Deputy City Clerk

**CITY OF OCALA, a Florida  
municipal corporation**

By:   
John M. McLeod  
President, Ocala City Council

Date: MAY 20, 2014

Approved as to form and legality:

  
Patrick G. Gilligan  
City Attorney

**ACCEPTED BY CITY COUNCIL**  
May 20, 2014  
DATE  
**OFFICE OF THE CITY CLERK**

**Computer Information Systems, Inc.**

By: Art Yefsky  
Art Yefsky  
President  
Date: 5-23-14

Attachments: Addendum R(4)  
Exhibit 1

**EXHIBIT 1**

**1.0 GENERAL**

**1.1 CIS CAD to CAD interface**

CIS will furnish its CAD to CAD Interface (CIS CCI) for use with the CIS CAD System. The CIS CCI will export Calls for Service data to the MCPSC CAD System for agencies that are dispatched by MCPSC. The CIS CCI will import OPD Calls for Service data created on the MCPSC CAD System into the OPD CAD System.

**2.0 INTERFACE DOCUMENT**

The CIS CCI will be configured based on the TriTech CAD to CAD Developer's Guide Version 5.0.3 ("Developer's Guide").

**3.0 DEVELOPMENT ENVIRONMENT**

The Development Environment shall be the MCPSC Training System remotely connected to the CIS Development System located in Skokie, IL

**4.0 PRODUCTION SYSTEM**

Upon acceptance of the Test Scenarios created by Paragraph 6.0, below, CIS will install the CIS CCI on the OPD CAD System.

**5.0 SYSTEM OUTAGE**

In the event of an outage of the Ocala Network, MCPSC Network or the TriTech CCI, the CIS CAD System will remain operational. The CIS CCI will:

1. E-Mail designated OPD and CIS e-mail addresses the following message :

CCI System Unavailable – Contact CIS Immediately!

2. Send to the CIS CAD Incident Status Display the following message:

CCI System Unavailable – Contact CIS Immediately!

3. The CIS CCI will hold in queue all CCI traffic until restored.

## **6.0 CIS RESPONSIBILITIES**

### **6.1 Review Developer's Guide**

CIS will review the Developer's Guide and contact TriTech with Technical Questions.

### **6.2 Configure CCI per Developer's Guide**

CIS will configure the CIS CCI per the Developer's Guide.

### **6.3 Receive and Review MCPSC Code Tables**

CIS will review the MCPSC Code Tables provided by MCPSC.

### **6.4 Create Code Table Translation Lists**

CIS will translate OPD Code Table values to MCPSC Code Table values.

### **6.5 Provide Code Table Translation Lists to MCPSC and OPD**

CIS will provide Code Table Translation Lists to MCPSC and OPD for approval.

### **6.6 Perform Unit Testing at CIS**

### **6.7 Test with Marion County Test Environment from CIS**

CIS will test the CCI using a CAD System located at its Skokie, IL office remotely connected to the MCPSC Test Environment

### **6.8 Provide CAD to CAD Test Scenarios to OPD**

CIS will prepare CAD to CAD Test Scenarios for OPD approval.

### **6.9 Provide Demonstration of CCI to OPD and MCPSC**

CIS will provide a demonstration to OPD and MCPSC via Go-to-Assist/Go-to-Meeting using the Test Scenarios.

### **6.10 Provide OPD Acceptance Signoff Sheets to OPD**

CIS will provide OPD with Acceptance Signoff Sheets.

### **6.11 Install CIS CCI on the OPD Production CAD System ("Production Delivery")**

Upon receipt of the Acceptance Signoff Sheets, CIS will install the CIS CCI on the OPD Production CAD System.

## **7.0 OCALA RESPONSIBILITIES**

### **7.1 Provide Networking Environment**

### **7.2 Review and Approve Code Table Translation Lists**

OPD will review and approve the Code Table Translation Lists provided by CIS.

### **7.3 Approve CIS CAD to CAD Test Scenarios**

### **7.4 Observe CIS CAD to CAD Test Scenarios**

OPD will observe the Testing Scenarios via GoToAssist/GoToMeeting

### **7.5 Provide Feedback to MCPSC and CIS**

## **7.6 OPD acceptance of the CIS CCI**

### **7.6.1 Procedure**

OPD verification of the Test Scenarios shall constitute Acceptance. In the event that the Acceptance Test fails, Addendum R(4) provides procedure for return of Payment Funds.

### **7.6.2 Signoff Sheets**

Upon verification of the CIS CAD to CAD Test Scenarios, OPD will execute Acceptance Signoff Sheets on behalf of the City.

## **8.0 PAYMENT SCHEDULE**

Payment to CIS shall be as follows:

|                                                                                |     |                     |
|--------------------------------------------------------------------------------|-----|---------------------|
| On Order                                                                       | 50% | \$ 50,000.00        |
| Upon Acceptance per Paragraph 7.6.1 and Production Delivery per Paragraph 6.11 | 50% | <u>\$ 50,000.00</u> |
| Total                                                                          |     | \$ 100,000.00       |

**8.1** CIS and TriTech for the purposes of this Agreement are independent contractors as defined above. If additional costs are involved solely to make the CIS CCI fully operational in accordance with Exhibit 1, Paragraph 6.0, said costs shall be borne by CIS.

## **9.0 LIMITATIONS**

Response time is a function of OPD and MCPSC hardware, local area networks and communications network and is outside the scope of the CCI furnished herein.

## **10.0 NON-ROUTINE DOWNTIME/FAILURE**

During unscheduled downtimes, CIS' responsibilities for Maintenance and Support are defined in the Agreement, Paragraph D.

Once the CCI is accepted and fully operational pursuant to this Amendment Nr. 3 and live operation is performed by OPD operations personnel, CIS' responsibilities for Maintenance and Support are defined in the Agreement, Paragraph D.

CIS will keep OPD apprised by telephone of the system outage and CIS' resolution progress until operational restoration is achieved. CIS may request OPD render support and assistance required to abate any the Network or Marion County issues to restore back to normal operation.

**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.