

**PROFESSIONAL SERVICES AMENDMENT NR. 04
TO
LICENSE AGREEMENT 335 ("AGREEMENT")
BETWEEN
COMPUTER INFORMATION SYSTEMS, INC. ("CIS")
AND
CITY OF OCALA, FLORIDA ("User" or "City")**

WHEREAS, The City and CIS entered into License Agreement 355 on December 21, 2006 to provide a Computer Aided Dispatch ("CAD") System, Records Management System ("RMS") and Mobile Computer System (MCS) for the Ocala Police Department ("OPD"); and

WHEREAS, OPD has requested additional MCS features and functions as follows:

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

WHEREAS, The CIS MCS Enhanced CAD Client provides said features and functions; and

WHEREAS, CIS provided a Cost Proposal to OPD dated January 3, 2017 for CIS MCS CAD Client Software Licenses and related Professional Services; and

WHEREAS, The City has accepted the CIS Cost Proposal and has requested this Amendment; and

NOW, THEREFORE, in consideration of the Covenants, Terms and Conditions hereinafter set forth, the Parties hereto agree as follows:

1.0 AMENDMENT SCOPE

Acknowledge and agree that this Amendment replaces all prior written and oral communications with CIS regarding the Mobile CAD Enhanced Client.

2.0 SPECIFICATIONS

MCS Enhanced CAD Client Specifications are detailed in Addendum P(5).

3.0 ACCEPTANCE

MCS Enhanced CAD Client Acceptance is in accordance with Addendum R(4).

4.0 COST

4.1 CIS Software License Fees

MCS Enhanced CAD Client (115 @ \$ 1200.00)

	<u>\$ 138,000.00</u>	
Total		\$ 138,000.00

Services

Remote Installation and Configuration	\$ 6,000.00	
Management Training Class at CIS	\$ 7,200.00	
Additonal 1 st Year Maintenance and Support (115 @ \$ 96.00)	\$ 11,040.00	
Total		\$ 24,240.00
Total		\$ 162,240.00

5.0 PAYMENT SCHEDULE

Date Due	Amount
Upon Amendment Execution	\$ 40,560.00
Upon Completion of Management Training- Phase 1 Acceptance	\$ 40,560.00
Upon Delivery – Phase 2 Acceptance	\$ 81,120.00
	\$ 162,240.00

**6.0 CURRENT ADDITIONAL ANNUAL RENEWAL (2018-2019): 24 X 7
MAINTENANCE AND SUPPORT, ENHANCEMENTS, NEW RELEASES**

MCS Enhanced CAD Client (115 @ \$ 96.00)	\$ 11,040.00
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7.0 USER RESPONSIBILITIES

7.1 Management Training Class

OPD Field Training Officers shall attend a three day Management Training Class at CIS' Skokie, IL office. The City is responsible for OPD travel expenses.

7.0 TERMS AND CONDITIONS

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

7.2 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. 04, the Agreement as amended, and any resultant User Contract Documents.

8.0 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:

Computer Information Systems Inc.
Michael Yefsky, Senior Vice President
7840 Lincoln Ave, Suite 201
Skokie, IL 60077
Phone: 877-673-7800

02-15-2017

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

9.0 VALID PERIOD

This Amendment is valid only if executed and received by CIS on or before March 23, 2017, unless extended in writing by CIS.

ACCEPTED:

COMPUTER INFORMATION SYSTEMS, INC. (CIS)

SIGNATURE: Art Yefsky
OFFICER NAME: ART YEFISKY
TITLE: PRESIDENT
DATE: FEBRUARY 15, 2017

CITY OF OCALA, FLORIDA

SIGNATURE: Brent R. Malever
NAME: BRENT R. MALEVER
TITLE: CITY COUNCIL PRESIDENT
DATE: 21FEB2017

CITY OF OCALA, FLORIDA
PROFESSIONAL SERVICES AMENDMENT

02-15-2017

SIGNATURE: _____

NAME: PATRICK G. GILLIGAN

TITLE: CITY ATTORNEY

DATE: 21FEB2017

SIGNATURE: _____

NAME: ANGEL JACOBS

TITLE: CITY CLERK

DATE: 21FEB2017



EFFECTIVE DATE: LAST DATE ENTERED ABOVE
ADDENDA: P(5), R(4)

Agency\Ocala\Amendments\Professional Services Amendment Nr. 04 02142017
Masters\Amendment\Master Professional Services Amendment 071309

ACCEPTED BY CITY COUNCIL
February 21, 2017
DATE
OFFICE OF THE CITY CLERK

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 and 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 Lap Top (MLT) Requirements

- Processor: Intel Quad Core Processor
- RAM: 8 GB
- Hard Drive: 500 GB
- Air Card – 4G/LTE
- DVD Available
- Touch Screen
- Back-lit Keyboard
- Automobile Accessory AC Adaptor
- Ruggedized
- Windows 7 Professional or Windows 10 Operating System
- MS Word

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, MLT 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 and Lap Tops and wireless network.

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.