

PROFESSIONAL SERVICES AGREEMENT NR. 393 ("AGREEMENT")

This Agreement is between Computer Information Systems, Inc., an Illinois Corporation with its principal office located at 7840 Lincoln Avenue Skokie, Illinois 60077 hereinafter referred to as "CIS" and Ford County, Illinois located at 200 W. State Street Paxton, Illinois 60957 hereinafter referred to as "Ford County or "User". CIS and Ford County shall also be referred to individually as the "Party" and collectively as the "Parties". This Agreement specifies the Terms and Conditions under which the CIS Professional Services hereinafter referred to as "Services" are provided to deploy the CIS Program Products detailed in the Deliverables below.

RECITALS

WHEREAS, CIS provided the Ford County Sheriff's Office ("FCSO") with a Cost Proposal dated 03-03-2017 for its Public Safety Computer System detailed under the Deliverables below; and,

WHEREAS, The Ford County Board has requested CIS submit a contract for execution; and,

WHEREAS, CIS prepared this Agreement in response to said request.

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

DEFINITIONS

"Deliverables" shall mean the Program Products, (Basic Program Products, Special Program Products and Other Program Products with their associated performance Specifications and Acceptance Procedures), Other Program Products and Professional Services listed below.

"Addendum" shall mean the specifications for each Program Product.

"Addendum A" is the Cost and Payment Schedule

"Addendum B" is the Delivery Schedule

"Addendum C" is the Statement of Work ("SOW")

“Network Technology” shall mean the Host Servers, Work Stations, Printers, Scanners, Networks, Network Devices, Mobile Computers and related Software provided and/or specified herein.

“Host Servers” shall mean the Servers and System Software on which the Program Products are installed.

“Host Agency” shall mean the Agency at which the Host Servers are located:
Ford County Sheriff’s Office

“Host Server(s) Location” shall mean:
Ford County Sheriff’s Office
235 N. American Street
Paxton, IL 60957

“System” shall mean any combination or all of the System(s) and Interfaces detailed under the Program Products and the related Professional Services detailed below under Deliverables and in Paragraph A below.

“Additional User” shall mean all other individual municipalities and agencies that are connected to the Host System at the Host Site and that have individual Additional User Agreements with CIS. Each individual Additional User Agreements shall detail the quantity of each of the Basic Program Products, Special Program Products, Other Program Products and quantity and type of Professional Services that each said municipality, agency or other governmental entity has purchased from CIS.

“Host Server(s) Operating System” shall mean: Windows Server 2016/2012/2008 R2 Operating System

“System Database” or “Database” shall mean: SQL 2016/2014 Database

| BASIC PROGRAM PRODUCTS: | SPECIFICATIONS | ACCEPTANCE |
|---|-----------------------|-------------------|
| COMPUTER ASSISTED DISPATCH SYSTEM (CAD) | ADDENDUM D(11) | ADDENDUM M(3) |
| RECORDS MANAGEMENT SYSTEM (RMS) | ADDENDUM D(12) | ADDENDUM M(3) |
| JAIL MANAGEMENT SYSTEM (JMS) | ADDENDUM D(13) | ADDENDUM M(3) |
| CIVIL PROCESS SYSTEM (CPS) | ADDENDUM D(14) | ADDENDUM M(3) |
| SPECIAL PROGRAM PRODUCTS: | | |
| MOBILE COMPUTER SYSTEM (MCS) | ADDENDUM P(5) | ADDENDUM R(4) |
| AUTOMATED VEHICLE LOCATION SYSTEM (AVL) | ADDENDUM K(5) | ADDENDUM R(4) |
| CAD-E911 INTERFACE | ADDENDUM E(W) | ADDENDUM R(4) |
| CAD-MAP CENTRIC PHASE 1 AND 2 INTERFACE (CAM) | ADDENDUM S(3) | ADDENDUM R(4) |
| CAD-STATE INTERFACE | ADDENDUM S(10) | ADDENDUM R(4) |
| IMAGE GATEWAY SYSTEM | ADDENDUM Z(W) | ADDENDUM R(4) |
| LIVE SCAN FINGERPRINT INTERFACE | ADDENDUM X9(2) | ADDENDUM R(4) |
| OTHER PROGRAM PRODUCTS: | | |
| NETWORK TECHNOLOGY | AMENDMENT NR. 01 | ADDENDUM R(4) |

**FORD COUNTY, ILLINOIS
PROFESSIONAL SERVICES AGREEMENT NR. 393**

03-08-2017

PROFESSIONAL SERVICES:

| | | |
|------------------------------------|--------------------|--------------------|
| SOW: SYSTEMS | ADDENDUM C | |
| SOW: NETWORK TECHNOLOGY | AMENDMENT NR. 01 | ADDENDUM R(4) |
| CUSTOMIZATIONS | PARAGRAPH E | |
| TRAINING-SYSTEM | PARAGRAPH E | |
| INSTALLATION OF SYSTEM(S) | PARAGRAPH E | |
| INSTALLATION OF NETWORK TECHNOLOGY | AMENDMENT NR. 01 | |
| DELIVERY SCHEDULE | ADDENDUM B | |
| SYSTEM(S) ACCEPTANCE | ADDENDA M(3), R(4) | ADDENDA M(3), R(4) |
| MAINTENANCE AND SUPPORT | PARAGRAPH D | |
| WARRANTY | PARAGRAPH B | |
| RECORDS CONVERSION | ADDENDUM T(91) | ADDENDUM R(4) |

ADDENDA TO THIS AGREEMENT:

A, B, C, D(11), D(12), D(13), D(14), E(W), K(5), M(3), P(5), R(4), S(3), S(10), T(91), X9(2), Z(W)

AMENDMENTS TO THIS AGREEMENT

NR. 01 NETWORK TECHNOLOGY

ATTACHMENTS TO THIS AGREEMENT:

NR. 01 TABLE OF CONTENTS

A. GENERAL TERMS AND CONDITIONS

1.0 Basic and Special Program Products: Definition and Acceptance Procedures

1.1 Basic and Special Program Products Definition

The terms Basic Program Products and Special Program Products as used in this Agreement include Systems and Interfaces listed in the Definitions of this Agreement and related published and unpublished materials such as manuals, instructions, processes, engineering, graphical user interface (gui), database design and schema, and other writings related to the System(s), internal and those delivered by CIS, collectively ("Documentation"). The CIS Systems, Interfaces and Documentation are Copyrighted, Proprietary and Confidential Property, collectively hereinafter called "CIS Property". **ALL RIGHTS TO CIS PROPERTY ARE RESERVED BY CIS.**

1.2 Acceptance Procedures.

User Acceptance for delivered Basic and Special Program Products shall be solely in accordance with the applicable Specification(s) detailed in the corresponding Addendum listed in the Definitions of this Agreement.

2.0 Other Program Products: Definitions and Acceptance Procedures

2.1 Other Program Products Definition

The term Other Program Products as used in this Agreement are the Copyrighted, Proprietary and Confidential Property provided by third-parties, manufacturers and resellers includes but is not limited to Application Software, Network Technology and Related System Software detailed above in Amendment to this Agreement.

2.2 Acceptance Procedures

Acceptance of Other Program Products shall be in accordance with the published specifications of the manufacturer, including but not limited to warranty, limitations of liability, performance and maintenance and support. Addendum R(4) details the acceptance procedure for Other Program Products

3.0 Professional Services for all Products

The Professional Services for the Configuration, Deployment, Training, Maintenance and Support for all Products and the Diagnostic Support Services for the Other Program Products are solely in accordance with the General Terms and Conditions, Paragraph E, and Addendum C hereinafter, and Amendment Nr. 01 for Network Technology attached hereto and incorporated herein.

4.0 This Agreement is effective from the "Effective Date" indicated in Paragraph H.11 of this Agreement and will remain in effect until terminated in accordance with the provisions of this Agreement. The User responsibilities detailed hereinafter for

Systems' use, Confidentiality, Security, Proper Machine Environment, etc. shall also include any Additional User as defined in the Definitions, above and Paragraph A.6, below.

The cost for the non-exclusive use of the System(s), maintenance and support as described below for a term of one (1) calendar year ("Maintenance Term") from the Date of Installation is hereinafter called the "License Fee(s)". The License Fee(s) are detailed in Addendum A. The Date of Installation as used in this Agreement is defined as that day when the Basic Program Product(s) is Accepted by User in the manner set forth in Addendum M(3). The cost for the non-exclusive use of the System(s) for each additional Maintenance Term by payment of the License Fee is hereinafter called the "Annual License Renewal Fee" subject to the terms of Paragraph G.2 below.

- 5.0** The System(s) may be hosted only on the Host Server(s) listed in the Definitions of this Agreement on the Effective Date of this Agreement at the Site(s) listed in the Definitions of this Agreement and used on Workstations attached within the User's Site(s). The System(s) may not be transferred, migrated or otherwise installed on any other computer, including but not limited to, redundant and non-stop server configurations, without written Amendment to this Agreement and payment of then current fees. Installation on another computer(s) is allowed: (1) in the event of the purchase of a replacement for the Host System(s)' Servers; (2) for storage of backup data, and relocation to another site in event or threat of a natural or man-made disaster
- 6.0** The User agrees to use the System(s) for its internal purposes only. The User will limit access to the System(s) to those employees who require such access in order to use the System(s) in furtherance of the User's business. Such use may only be at the Site(s) designated in the Definitions of this Agreement or in an Amendment to this Agreement.

The User shall not make the System(s) available to any other person, organization, or third party for any purpose or reason including but not limited to installing data extracts, other software applications, occasional users, other agencies, vendors and third party support personnel without notice and express written permission from CIS. In the event(s) the User requires data extract and/or application(s), User shall request CIS to provide the required software applications. CIS will provide the requested software applications at current labor rates that will perform without affecting the System's performance and will maintain the User's required CJIS Security and Confidentiality of its Records and Reporting Information. Allowing third-party access or their software will obviate CIS' Systems Responsibility and breach this Agreement's Terms and Conditions.

This Agreement does not restrict the User's use of the Records, Inquiries and Reports created by the Systems, including the use thereof to extract data by the other User's applications (consistent with Federal/State regulations). In the event

CIS' existing Inquiries, Reports or Special Reports Services do not provide for User's data extract requirement(s), User agrees to consult with CIS for the development of a Data Extract Program(s) that will be developed by CIS at User's expense. User agrees not to allow third party to view, programmatically run or otherwise access to the confidential and proprietary System's Database for any purpose and thereby avoid a breach of this Agreement.

Users and Additional Users may be municipal, county, or state agencies providing public safety and/or criminal justice services meeting state and FBI/CJIS Facility and personnel security reporting, etc. regulations. A governmental agency may become an Additional User only after an Additional User Agreement between the governmental or non-governmental agency and CIS is executed and any required "intergovernmental agreement" is executed between the governmental agency and the User, a copy of which is forwarded to CIS. Said intergovernmental agreement shall bind the Additional User to the Terms and Conditions of this Agreement including, but not limited to their responsibilities for Network Technology, proper machine environment, confidentiality, security and training. User shall be responsible for collection of CIS' Systems and Professional Services fees and Annual Renewal Fees from Additional Users and for payment of said fees to CIS. The User is responsible for any additional Network Technology and related facility costs required to support the Additional User. Additional Users shall be listed here and/or added by applicable amendment or change order. CIS will meet or exceed and comply with the State Police Agency State System and NCIC Security requirements for transactions with State System.

- 7.0** The User and any Additional Users shall take all reasonable precautions to maintain the confidentiality of the System(s), but not less than that employed to protect its own proprietary and/or confidential records and information. The obligations expressed in this provision shall remain binding upon the User and Additional Users even after termination of this Agreement.

CIS shall take reasonable precautions to maintain the confidentiality of any User documentation and records provided to CIS by User, but not less than that employed to protect its own proprietary and/or confidential records and information. Upon request from User, CIS will return said User documentation and destroy any copies. CIS will meet or exceed and comply with the State Police Agency State System and NCIC Security requirements for transactions with State System.

- 8.0** The User may reproduce any System(s) related materials for its own use as long as all titles, trademarks, trade names, and copyright notices are also reproduced. The User may make two (2) copies on tape or CD of the System(s) software for backup purposes only and affix CIS copyright notices. The User must keep tape backups as specified daily or more often to meet its requirements for data loss in the event of a System outage.

9.0 This Agreement and any of the CIS Property may not be assigned, sublicensed, sold, mortgaged, pledged, or otherwise transferred by the User.

10.0 Termination of the Agreement

10.1 Upon termination of this Agreement, for any reason, the terminating party(s) shall provide CIS with Due Notice of the desired Termination Date and immediately remit all payments due CIS within five (5) days of receipt of invoice from CIS for said payments due and any additional payments due through the Date of Termination.

If an Additional User is the Terminating Party, User shall upon Due Notice by CIS provide CIS with immediate access on the Date of Termination to delete CIS Software from the Additional User's Work Stations and Network devices.

If the User is the Terminating Party, User shall upon Due Notice by CIS provide CIS with immediate access on the Date of Termination to terminate functional operation of the User's System from the Host System and ultimately delete CIS Software from the User's Servers, Work Stations and Network devices upon completion of the Option selected by the User detailed below as Options 1 through 3. The User shall deliver to CIS the originals and all copies of CIS Property (whether partial or whole, and regardless of form) of the System(s) and related materials within five (5) calendar days.

10.2 Data codes and text data are entered using the System(s) by CIS, the User or any Additional User.

In the event this Agreement is terminated by the User in accordance with this Agreement's terms, the User will have the three (3) User Options detailed below.

If the User is the terminating party, all Additional User(s) will also be terminated and will have the Option to have a stand-alone System with credit of his initial costs for becoming an Additional User of the System(s) as detailed in Paragraph 10.6 below.

10.3 User Option 1: User Terminates All Use of the System

User may contract at Agreement hourly rates with CIS to provide User an export of the Data to DVD.

10.4 User Option 2: Limited Use of the System

The User and/or Additional User(s) may continue to have "Limited Use" of the System(s). "Limited Use" is confined to access of Records for View, Update, Inquiries and Reports and Print under Limited Use Amendment to this Agreement. Limited Use applies to RMS, JMS and CPS. All use of MCS and AVL is eliminated for both the User and Additional Users if the User terminates.

An Annual License Renewal Fee for Limited Use of the System is generally fifty percent (50%) of the Annual License Renewal Fee.

10.5 User Option 3: Conversion of CIS System(s) Records to New Vendor System Records

CIS will provide the new vendor with technical assistance services at current CIS labor rates that can enable the new vendor's conversion. Vendors shall specify the System(s) Files desired and specify the format and content for CIS to translate its data.

10.6 Additional User Option

If the User is the terminating party, all Additional User(s) will also be terminated. Additional User(s) will have the Option to have a stand-alone System(s) for a credit of its prior initial cost for becoming an Additional User against a current User cost for the System(s) desired. Any Additional User desiring a Stand Alone System must pay its outstanding CIS Invoice due. CIS also agrees to add to any stand alone Agreement(s) any other CIS Products desired at the then current User prices.

11.0 User may desire to purchase other CIS System(s) in addition to those listed in the Definitions of this Agreement of this Agreement. CIS agrees to add said System(s) to this Agreement at the then current CIS price by written Amendment or Change Order in accordance with Paragraph H.9 and Addendum A.F below.

12.0 Other governmental agencies may purchase System(s) for a given agency using this Agreement at the then current price, terms and conditions of the System(s).

13.0 The Specifications, including but not limited to Features, Functions and Data Elements ("Specifications") of the System(s) listed in the Definitions of this Agreement are specified only in the applicable Addendum listed in the Definitions of this Agreement. CIS reserves the right to change said Specifications without notice.

New Versions, Releases and changes to specifications will: (1), preserve User's existing data; (2), preserve or enhance existing functionality; (3), add/or enhance existing features; and (4), make programmatic changes to maintain compatibility with Microsoft Windows and other vendor's operating systems such as Citrix, ESRI, Cisco, Symantec, etc. that continue to evolve and User replacement is required.

B. WARRANTIES AND INSURANCE

1. Warranty

CIS Warrants that each CIS System will provide the features and functions as specified in the applicable Addendum listed in the Definitions of this Agreement

for one (1) year from Acceptance of the Basic Program Products as defined in this Agreement, Addendum M(3) and in Paragraphs 3.5.2 and 3.6.3 of Addendum C hereto, so long as the System(s) are properly used in the Machine Environment as specified in Paragraph G.6 below. The User understands, however, that errors may exist or occur in the System(s), and CIS does not warrant that operation of the System(s) will be uninterrupted. CIS will respond to any reported error condition as specified in Paragraph D below. **THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY STATED HEREIN.**

2. Insurance

CIS is an Illinois Corporation and carries General Corporate Insurance with a \$7,000,000.00 liability limit per claim. The User shall receive at least 30 days' notice from the carrier before said Insurance may be cancelled for non-payment or otherwise. CIS' insurance coverage also includes Workers' Compensation, Automobile, and Property of others while housed at CIS.

Any Other Insurance requested by the User that is provided by CIS will be at User's expense as long as said Other Insurance remains in force and premiums are received by CIS in a timely fashion. Annual premium renewal payments must be received by CIS from User twenty-one (21) days in advance of the premium due date for said Other Insurance.

At the User's request, CIS will furnish the User with a Certificate of Insurance naming the User as an Additional Named Insured.

C. LIMITATION OF LIABILITIES

CIS' liability to User or to Additional User(s) for damages (regardless of the form of action, whether in contract or tort) shall in no event exceed that amount paid by the User or Additional User(s), as applicable, to CIS during the preceding twelve (12) month period for the specific System as to which the claim(s) arose. Under no circumstances shall CIS be liable for indirect, special, exemplary, incidental or consequential damages, including, but not limited to, loss of anticipated savings or profits, loss resulting from business or operations disruption, loss of records or information, or effects on services, persons and other systems even if CIS knew or should have known or had been advised of the possibility of such damages. No action, whether based on contract, strict liability or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by any party more than one (1) year after such cause of action accrued, except that an action for non-payment may be brought within two (2) years of the date the payment was due.

D. PROFESSIONAL SERVICES FOR SOFTWARE MAINTENANCE AND SUPPORT

CIS' Professional Development Staff provides its Software Maintenance and Support Services. All calls, 24x7x365 are answered directly by CIS Staff with no intervention of computer answering machines, voice-mail or third parties. CIS agrees to provide Software Maintenance and Database Maintenance Services for the System(s) and will make all reasonable Efforts to "Correct Errors" reported by the User. An "Error" is defined herein as the failure of a System to substantially meet its Specifications detailed in the applicable Addendum when the User has maintained its hardware, related hardware system software and networks in accordance with the provisions of Paragraphs A.6, G.6 and H.4.

CIS efforts to correct Errors are defined as Technical Programmatic Measures ("Measures") taken by CIS' analysts/programmers to resolve/eliminate an Error that has occurred in an operator's use of the System. Such Measures may take the form of a Configuration Change, Code Table Adjustment or Modification of the Software Program(s) involved. Configuration Changes and Code Table Adjustments may be made shortly after the Error is diagnosed and delivered to the User.

A "Hot Fix" is a programmatic change made to a Software Program that is not linked to other Programs that may be released to the User(s) upon completion and testing. A Hot Fix Modifications Software Program may be made only to a Software Program that is not "Cascade Software Programs."

Cascade Software Programs are those linked to other Software Programs. A Modification to a Cascade Software Program involves programmatic changes to two (2) or more Software Programs. A Modified Cascade Program(s) will generally be released with the next Release because the entire System is subject to lengthy Quality Assurance Testing.

Should CIS find that a reported Error or Performance Problem is not in its System(s) or operational procedures, CIS will advise the User accordingly. In the event that the Error or Performance Problem has resulted from the Machine Environment of the User's facility (power, HVAC, UPS, etc.) not complying with the Network Technology Vendor's specifications, CIS will advise the User and the User will take measures to upgrade and maintain the proper Machine Environment recommended per Paragraph G.6. If the Error or Performance Problem is a result of User modifications, third party software and/or third party access not in compliance with Paragraph A.6 or H.4, or unreported Workstations, CIS will advise the User and the User will cooperate with CIS to remove all User modifications and/or third party access and/or upgrade Network Technology to accommodate unreported Workstations, Mobiles or increases in transactions substantially beyond the transactions provided by the User to CIS for its initial specifications of the Network Technology.

CIS agrees to provide Professional Software Support Services "Support" to assist User personnel by telephone with questions relating to the functional operation and technical issues of the System(s). Support shall be provided by telephone during normal business hours on weekdays. CIS will use the Go-To-Assist System to facilitate direct access to a User's Workstation. This facility enables CIS to render direct and immediate support to the operating staff reporting an Error or requesting Support. CIS agrees to provide Support by telephone for "Emergency Events" on a 24 hour, 7 day basis. User may define Emergency Event.

CIS agrees to provide its Professional Network Technology Diagnostic Support 24x7x365 for analysis, diagnosis and remedial coordination of Network Technology vendor(s) involved for Network Hardware, Networks and Computer Hardware if Network Technology Support Services are scheduled herein. CIS will support the User and Network Technology vendor(s) until System restoration. User agrees to maintain, at all times, a valid current backup copy of the entire System Library and most Current backup(s) using only the Backup System Software installed or recommended by CIS of the data files to enable restoration of the System(s) when required. Current backup is defined as twenty four (24) hours or less. Additional data may be lost from that entered since the last backup.

User agrees to provide CIS wideband electronic access to User's Server and Workstations, including using VPN and PC Anywhere, to enable and facilitate CIS' Maintenance and Support Services. CIS maintains an FBI/CJIS Facility Security Plan and its management and program staff involved in Maintenance and Support Services have FBI clearance for that purpose.

The above Services may be accessed by User's Staff authorized by Users by Toll Free Telephone, e-mail and FAX. CIS recommends the User's Staff member encountering a problem use the Toll Free Technical Support Telephone Numbers to access CIS' Professional Support Services.

The above Services shall be provided by CIS to the User for the System(s) on the Host Server(s) under the conditions that the User is not in default of this Agreement, that the User has made all payments in accordance with this Agreement, and that the User has renewed this Agreement in accordance with Paragraph G.2 in a timely fashion.

E. PROFESSIONAL SERVICES

1.0 General

CIS provides the Deployment, Configuration, Certification and Training Services that are generally described in this Paragraph E and in detail in Addendum C, Statement of Work for a specific Agency and System. CIS will provide the User

with an Implementation Guide ("Guide"). The Guide will contain documentation for code tables, Geofile, MSAG, MAP, etc. The User will use the Guide to provide CIS with the required Documentation. CIS desires that the User supply said documentations in "Soft form" as available. CIS' Project Manager will visit the User Agency and detail the above. CIS will use this documentation to configure and generate the User's Systems.

2.0 Systems Deployment Services

- 2.1** Preparation of the System(s) will be performed at the CIS facility in Skokie, Illinois.
- 2.2** CIS will provide the User with the Network Technology Specifications required in response to requirements specified by the User for the System CIS will provide.
- 2.3** The Systems will be deployed by CIS after the Host System is loaded with Windows Server 2016/2012/2008 R2 and SQL 2016/2012 in accordance with CIS specifications.
- 2.4** The System(s) shall be transmitted by CIS electronic download to Host Server(s).

3.0 System Configuration and Certification Services

- 3.1** CIS will provide the User and Additional User(s) Network Diagrams required by the State's CJIS/NLETS Network.
- 3.2** CIS will configure the Network Technology and System for operation over User's and Additional User(s)' local area network (LAN) and wide area network(s) (WAN(s)) to the Host Site.
- 3.3** CIS will provide a Custom Header on displayed menu screens.
- 3.4** CIS will provide a Custom Header on all printed reports.
- 3.5** CIS provides the User with a single set of Code Tables with Codes that will uniquely identify each User independent of Agency. The Code Tables will enable the User to display screens and print reports in which the certain parameters are User defined. Entries defined by CIS, State or Federal agencies are not subject to change by the User.
- 3.6** No customizations, enhancements or changes of any kind to any System collectively hereinafter called ("Changes"), other than those described above will be performed under this Agreement. Any such Changes, without exception must be specifically described in Addendum C and itemized in Addendum A or Amendments hereto.

- 3.7** CIS will perform an Operational Performance Test of all Workstations with the Host System for Operational Certification. The User will witness the test and certify same for each Workstation.
- 3.8** User shall remedy any User Workstations or Mobiles not in conformance with CIS specifications.
- 4.0 Training Services**
User Training performed by CIS for the System(s) includes Management Orientation and Training for Management Personnel and Operations Training for Operations Personnel for the System(s).
- 4.1** The Management and Orientation Training for the management staff is conducted at CIS.
- 4.2** Operations Training for operations personnel is conducted at User's facility.
- 4.3** Costs for the Systems Training and Installation Services that will be provided by CIS are specified in Addendum A of this Agreement.
- 4.4** Additional Training and Installation Services (Additional Services) beyond those specified in Addendum A and C are available at the rates in effect at the time such services are requested. Additional labor, travel and living costs incurred by CIS personnel in connection with said Additional Services are billable at additional cost to the User.
- 4.5** User is responsible for all other User's costs (User's Facility Make Ready including UPS, Generator, HVAC, Electrical Wiring, etc. dedicated Training Facility, Workstations, LAN, Internet Access, Projectors, Screen, etc.) in connection with the Installation and Training Services provided by CIS, and any User's travel and diem expenses of User's personnel. In the event User desires a User's Server and Workstation(s) during Management Training rather than CIS' Server and Workstation(s), User will be responsible for shipment costs to and from CIS.
- 4.6** One (1) initial set of manuals consisting of two (2) soft copies on CD will be provided the User and Additional User(s) for each System acquired. The User may reproduce additional copies for internal use only. The User will receive, free of charge, one (1) soft copy of each new manual update released by CIS for the System(s). Additional copies may be purchased by the User at current prices plus shipping charges.
- 4.7** The User may video or audio tape for its own use any training session provided by CIS. The User agrees to limit access to such tapes, to refrain from disclosing

such tapes, and to keep such tapes confidential in the same manner described in Paragraphs A.4 and A.6 above.

F. PURCHASE OF ADDITIONAL BASIC, SPECIAL AND OTHER PROGRAM PRODUCTS

- 1.0** User may purchase additional Basic and Special Program Products detailed in Addendum A, Paragraph E for a period of eighteen (18) months from the Effective Date of the Agreement.
- 2.0** In the event the User requests CIS to purchase Other Program Product(s), CIS will make such purchase as Agent on behalf of the User and will add said purchases to the System under this Agreement or an amendment.

G. ADDITIONAL CONSIDERATIONS

1.0 Payment Terms

Payments Scheduled in Addendum A and in any Amendment(s) hereto are due and payable on receipt.

2.0 Annual License Renewal Procedure

The Annual License Renewal Fee is due and payable on each anniversary of the Date of the Acceptance of the Basic Program Products as defined in Paragraph B.1 above. This fee provides for continued use of the System(s), for the Maintenance Term as specified in Paragraph A.4 above, any new releases of the System(s), software maintenance and software support in accordance with Paragraph D, and continuance of the Warranty provided in Paragraph B, during each annual renewal period. New releases of the System(s) scheduled in this Agreement do not include new Systems or Products marketed and sold separately by CIS for the same user application.

Failure to pay the Annual License Renewal Fee within sixty (60) days after written notice by CIS will automatically terminate this Agreement, and User must immediately return the System(s) in accordance with Paragraph A.10.

CIS reserves the right to adjust the Annual License Renewal Fee for the System(s). CIS agrees to limit any Annual License Renewal Fee adjustment to a maximum cumulative annual increase of 5% per year of the original Annual License Renewal Fee. CIS will provide notice of any fee adjustment at least 120 days prior to the then current anniversary date or at the end of any extended annual Payment Schedule that includes a defined Annual License Renewal Fee.

3.0 Taxes

The License Fee(s), Services Fees, Annual License Renewal Fee and Other Program Products provided do not include taxes. If CIS is required to pay any sales, use, excise or other taxes, licenses and permits (whether federal, state or

local) imposed with respect to this Agreement, such taxes shall be billed to and paid by the User. Taxes based on CIS' net income or assets shall be the sole responsibility of CIS. CIS is responsible for any applicable Franchise Fee. User is responsible for State or Local Taxes, Fees, etc. that may be applied to this Agreement.

4.0 Non-Renewal or Termination By CIS

4.1 In the event that the User offers to renew this Agreement in accordance with Paragraph G.2 above and CIS (or its assignee) does not accept said offer, CIS agrees to grant the User a perpetual single computer non-transferable object code license for the System(s).

4.2 In the event the User is granted a perpetual object code license under the provisions of G.4.1 above, User shall continue to be bound by all the terms contained in this Agreement except the terms regarding continued or subsequent renewals.

4.3 In the event CIS goes out of business and there is no successor, CIS will provide the User with a copy of the latest source code of the System(s)' purchased hereunder.

5.0 Delivery

The Estimated Delivery Schedule is detailed in Addendum B and C. CIS does not warrant a Specific Delivery Schedule because: (1), System's Implementation Tasks must be completed, often serially by CIS and User; (2), CIS' and User's schedules and operations are subject to change without notice due to recurrent events and/or unforeseen events beyond control of CIS or User; and (3), technical problems may arise from User's System and/or other CIS concurrent projects that will adversely affect all CIS' Delivery schedules. User shall be prepared to operate its current systems until the Statement of Work (Addendum C) is completed.

6.0 User Responsibilities

The User Responsibilities may be distributed and/or shared with the Additional User(s).

6.1 Network Technology

The User is responsible for purchase and/or upgrade of the following Network Technology according to CIS Specifications unless CIS has been contracted under this Agreement or amendment hereto to act as Agent on behalf of the User for purchase of any, but not limited to the following:

Servers and Related Hardware Software
Routers, Firewalls and Switches
Racks

CAD Work Stations
RMS Work Stations
JMS Work Stations
MCS Work Stations - Ruggedized
Other Application Software

The CIS Specifications will be provided to the User upon commencement of completion of Addendum C, Task 1 when CIS acquires from the user the required documentation including but not limited to peak shift number of operators, operation profiles, record rates, life cycle growth rates, etc, necessary to develop said Specifications.

6.2 Machine Environment

The User is responsible for creating and maintaining at the User site and any backup site the proper Machine Environment that is detailed in Manufacturers' applicable specifications, for the Network Technology including Host Server(s) and all site preparation, facilities (HVAC, Electrical, LAN, Network(s), etc.), and for all computer hardware and hardware related system software, database, and for data input costs, directly and indirectly related to the utilization and performance of the System(s) furnished hereunder, whether or not the User has been notified by CIS of said equipment, hardware and software, labor and materials costs and facilities requirements, even if CIS has been advised of said requirements. The User is responsible for all the above in order to be fully prepared for installation of the System(s) by CIS and for maintaining the performance and reliability of the System and the Network Technology over time at their respective sites.

If at any time CIS believes, in its professional opinion, that User is not providing a proper Machine Environment, CIS will provide written notice of its opinion to User within 24 hours of discovering that in CIS' opinion, User is not providing a proper Machine Environment. Said Notice will include Hardware and/or Hardware related System Software requirements.

6.3 Facility Readiness

User is responsible for advising CIS if any condition exists which would prevent installation of the System(s). Failure of the User to provide CIS with due notice of any condition which would prevent installation of the System(s) will make the User liable for any incidental additional labor, travel or per diem costs experienced by CIS.

CIS will inspect User's facility prior to the installation of the System(s) and provide User with written notice of any inadequacies or deficiencies as soon as possible so that User can correct any inadequacies or deficiencies prior to the installation of the System(s).

6.4 Network Technology Performance Upgrades

Performance of the System(s) on the Host Server(s) networks and database are subject to factors beyond the control of CIS. User is responsible for any Host Server(s) and Machine Environment, network and database hardware, software and services, and upgrades thereto, that may be required to achieve and maintain over time the performance desired by the User under any and all operating environments encountered by the User when using the System(s), required by User for expansion, enhancement, Additional Users or additional Systems or required by manufacturers of related software products including but not limited to Microsoft Operating Systems or Databases, Citrix, Symantec, Business Objects, ESRI, and obsolete and/or unsupported computer hardware and/or related software.

6.5 Network Technology Upgrades

User shall anticipate Host Computer replacement within five (5) years and hardware related software as new versions are required for continued Systems Operation. CIS will provide written notice when said hardware and/or software upgrades should be made.

7.0 License Fee Basis and Additional License Fees

The License Fees listed in Addendum A for each System (CAD, RMS, CPS, MCS, AVL, etc.) are based on the maximum number of attached Work Stations (WS) that will be used to access each System regardless of frequency of access of any given WS, Mobile or Bed.

User agrees to notify CIS on at least an annual basis of any incremental increase in WS or Mobile for each System over that listed in Addendum A. The License Fee for JMS is based on the number of Beds.

User agrees to pay the incremental increase at the then current License Fees for the incremental increases in WS, Mobiles or Beds within two (2) months of receipt of invoice from CIS or no later than within two (2) months of the start of its next fiscal year.

Notwithstanding the above, if any System listed in Addendum A or Amendment(s) is specified as "Unlimited", no additional CIS System's License Fees will be due for increases in WS, Mobiles or Beds as applicable.

In the event that scheduled Systems and/or Professional Services scheduled herein are deleted or otherwise not delivered and User has paid funds in whole or in part to CIS ("Encumbered Funds"), CIS will upon request retain said Encumbered Funds in a CIS trust account until the User directs CIS on their disposition(s).

H. GENERAL TERMS

1.0 Patent or Copyright Infringement

CIS certifies that it has title to or a proprietary right to license its System(s). CIS will defend the User against any claim that one of its Systems covered by this Agreement infringes a U.S. patent or copyright, provided that the User promptly notifies CIS in writing of the claim and CIS shall have control of the defense and all related settlement negotiations. The User shall cooperate with CIS in every reasonable way to facilitate such defense. Under the aforesaid conditions, CIS will pay the resulting costs, damages and attorney's fee finally awarded.

2.0 CIS Property Rights

THE CIS PROPERTY RIGHTS AS DEFINED IN PARAGRAPH A.1 ABOVE SHALL AT ALL TIMES REMAIN CONSTANT AND IN FULL FORCE DURING THE TERM(S) OF THIS AGREEMENT AND THEREAFTER WITHOUT LIMITATION.

3.0 User and Additional User(s) Data

User and Additional User(s) agree and acknowledge that in the event User or Additional User(s) terminates this Agreement for any reason including non-payment of the Annual License Renewal Fee, access to said User's or Additional User(s)' data will be subject to the provisions of Paragraph A.10 above. In the event CIS terminates this Agreement in accordance with Paragraph G.4, the provisions of G.4 shall apply to access User's and Additional User(s)' data.

4.0 Dedicated System Security

4.1 User agrees to dedicate the Host System(s) and Database exclusively to the CIS System(s) and exclude any other User applications code or software products including third party programs accessing the Database or access by third parties. User will, thus avoid exposing the System(s) to incompatibility problems, performance problems, and unauthorized access. Multiple non-CIS applications will compromise CIS' ability to take responsibility and provide continued Database responsibility and System's optimum performance because different applications have unique requirements including Database performance tuning.

4.2 User agrees to make no changes to the Host Server(s), systems software or network without prior notice to CIS for review and authorization by CIS.

4.3 User is advised that CIS is prepared to manage and load all Software Updates and/or provide 24 x 7 x 365 Network Diagnostics and support that will initiate determination of the nature of any problem, contact responsible hardware and network maintenance suppliers and monitor problem resolution until complete. CIS will provide a written proposal to add these services to this Agreement if not already scheduled.

5.0 Reference

The User authorizes CIS to use its name as a reference for the CIS System(s) covered by this Agreement.

6.0 Off-the-Shelf

User acknowledges that the Products purchased under this Agreement are commercial off-the-shelf. CIS does not offer or provide consulting, works-for-hire or custom software development.

7.0 Venue and Jurisdiction

This Agreement shall be deemed to be executed in Skokie, Illinois, U.S.A. and shall be governed by the internal laws of the State of Illinois and not its choice laws. The parties hereto agree that the jurisdiction and venue of any court action or proceeding brought by either party against the other party hereto for the enforcement of any provision of this Agreement shall be solely proper in the U.S. District Court of Northern Illinois, at Chicago and nowhere else. A counter claim may be filed by either party only in the venue of the original action.

If any provision of this Agreement is invalid or unenforceable in any circumstances, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected thereby. The Terms and Conditions of this Agreement, as they relate to the Systems and Services to be provided hereunder, shall be governed by the Uniform Commercial Code in effect in Illinois from time to time; however, to the extent the terms of this Agreement are in conflict with the terms of the Uniform Commercial Code, this Agreement's terms shall govern.

8.0 Order of Precedence

In the event of a dispute between the parties hereto with regard to any specifications, Terms or Conditions herein, the order of precedence shall be this Agreement, the Delivered Product(s) System Specifications including without limitation their Features and Functions that are solely specified in the Addenda listed in the Definitions of this Agreement and in Paragraph A.12, and lastly, by any contract documents that may be provided by the User.

9.0 Agreement Scope

This Agreement constitutes the entire Agreement between the parties, and no representation, condition, understanding, proposal(s) or agreement of any kind, oral or written, shall be binding upon the parties unless incorporated herein. This Agreement may not be modified or amended except by an agreement in writing signed by both parties hereto.

10.0 Valid Date

This Agreement shall be null and void unless accepted and duly executed by User and received by CIS by the date of April 19, 2017. CIS may extend said date in writing.

11.0 Signatures of Acceptance below will constitute an Agreement. The Effective Date of this Agreement is the last date entered below.

ACCEPTED BY:

COMPUTER INFORMATION SYSTEMS, INC.

SIGNATURE: Art Yefsky
OFFICER NAME: ART YEFKY
TITLE: PRESIDENT
DATE: MARCH 8, 2017

FORD COUNTY, ILLINOIS

SIGNATURE: Robert Lindgren
NAME: Robert Lindgren
TITLE: Co. Board Vice-chairman
DATE: March 13, 2017

SIGNATURE: Mark R. Doran
NAME: MARK R. PORAN
TITLE: SHERIFF
DATE: MARCH 13, 2017

SIGNATURE: Amy Frederick
NAME: Amy Frederick
TITLE: County Clerk & Recorder
DATE: March 13, 2017

**ADDENDUM A
 COST AND PAYMENT SCHEDULE**

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

| 1.0 SYSTEMS | LICENSE FEE | |
|---|--------------------|----------------------|
| 1.1 Basic Program Products | | |
| CAD (1 WS @ \$ 15,000.00) | \$ 15,000.00 | |
| RMS (12 WS @ \$ 2,000.00) | \$ 24,000.00 | |
| JMS (61 Beds \$ 500.00) | \$ 30,500.00 | |
| CPS (1 WS @ \$ 0.00) | \$ 0.00 | |
| Basic Program Products Total | | \$ 69,500.00 |
| 1.2 Special Program Products | | |
| MCS CAD Client (7 Mobiles @ \$ 800.00) | \$ 5,600.00 | |
| MCS Mobile Field Reporting Client (7 Mobiles @ \$ 1,200.00) | \$ 8,400.00 | |
| MCS Map Client (7 Mobiles @ \$ 300.00) | \$ 2,100.00 | |
| AVL Server Software (Unlimited Mobiles) | \$ 2,500.00 | |
| AVL Mobile Client (7 Mobiles @ \$ 300.00) | \$ 2,100.00 | |
| CAD-E911 Interface | \$ 5,000.00 | |
| CAD-Map Centric Phase 1 and 2 Interface (CAM) | \$ 5,000.00 | |
| CAD-State Interface | \$ 5,000.00 | |
| Image Gateway | \$ 5,000.00 | |
| Live Scan Fingerprint Interface | \$ 5,000.00 | |
| Special Program Products Total | | \$ 69,500.00 |
| SYSTEMS LICENSE FEE TOTAL | | \$ 115,200.00 |

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 |
| Document Requirements: | 1 | \$2,400.00 | \$ 2,400.00 |
| On-Site Application Tasks Total | | | \$ 4,800.00 |

Travel and Diem Expenses

| | Quantity | Rate | Total |
|---------------------------------------|----------|-----------|--------------------|
| Hotel Nights: | 6 | \$ 150.00 | \$ 900.00 |
| Car Rental Days: | 4 | \$ 80.00 | \$ 320.00 |
| Diem Days: | 8 | \$ 50.00 | \$ 400.00 |
| Travel and Diem Expenses Total | | | \$ 1,620.00 |

On-Site Application Documentation Total **\$ 6,420.00**

2.2 Installation, Configuration and System Generation

| | |
|-----|-------------|
| CAD | \$ 4,000.00 |
| RMS | \$ 4,000.00 |
| JMS | \$ 4,000.00 |
| MCS | \$ 4,000.00 |
| AVL | \$ 4,000.00 |

Installation, Configuration and System Installation Total **\$ 20,000.00**

2.3 Training Services and Expenses

On-Site Training Classes

| Class | Students | Students/ Class | Hours/ Class | Classes | Rate/ Class | Total |
|-------------------------------|----------|--------------------|-----------------|---------|----------------|---------------------|
| System Manager | 4 | 4 | 24 | 1 | \$2,400.00 | \$ 2,400.00 |
| Dispatch | 8 | 3-4 | 8 | 2 | \$2,400.00 | \$ 4,800.00 |
| Patrol | 7 | 3-4 | 8 | 2 | \$2,400.00 | \$ 4,800.00 |
| Corrections | 14 | 3-4 | 8 | 3 | \$2,400.00 | \$ 7,200.00 |
| Support Staff | 2 | 6-8 | 8 | 1 | \$2,400.00 | \$ 2,400.00 |
| On-Site Training Total | | | | | | \$ 21,600.00 |

On-Site Live Operation Service

| Function | Days | Rate/ Day | Total |
|--------------------------------|------|--------------|---------------------|
| Dispatch | 2 | \$2,400.00 | \$ 4,800.00 |
| Patrol | 2 | \$2,400.00 | \$ 4,800.00 |
| Corrections | 2 | \$2,400.00 | \$ 4,800.00 |
| Cut-Over Services Total | | | \$ 14,400.00 |

Travel and Diem Expenses

| | Quantity | Rate/ Each | Total |
|---------------------------------------|----------|---------------|--------------------|
| Hotel Nights | 36 | \$ 150.00 | \$ 5,400.00 |
| Car Rental Days | 20 | \$ 80.00 | \$ 1,600.00 |
| Diem Days | 40 | \$ 50.00 | \$ 2,000.00 |
| Travel and Diem Expenses Total | | | \$ 9,000.00 |

Training Total **\$ 45,000.00**

2.4 Records Conversion

PROFESSIONAL SERVICES TOTAL

\$ 15,000.00

\$ 86,420.00

3.0 OTHER PROGRAM PRODUCTS

3.1 Network Technology

Hardware (Amendment Nr.01) **\$ 15,822.00**
 System Software (Amendment Nr. 01) **\$ 5,854.00**

Network Technology Total

\$ 21,676.00

OTHER PROGRAM PRODUCTS TOTAL

\$ 21,676.00

4.0 MAINTENANCE AND SUPPORT

4.1 First Year (2017-2018)

MAINTENANCE AND SUPPORT TOTAL

\$ 22,000.00

\$ 22,000.00

5.0 PROJECT MANAGEMENT @ 10%

5.1 Systems and Professional Services

\$ 20,162.00

5.2 Maintenance and Support

\$ 2,200.00

5.3 Other Program Products

Amendment Nr. 01

\$ 2,167.60

PROJECT MANAGEMENT TOTAL

\$ 24,529.60

6.0 SYSTEM GRAND TOTAL

Less Small Agency Grant
TOTAL

\$ 269,825.60
< \$ 77,500.00 >
\$ 192,325.60

B. LEASE PAYMENT SCHEDULE

Ford County has elected to execute a government lease to acquire the Systems, Professional Services and Other Program Products as detailed in Addendum A. CIS has obtained a lease quotation from Government Capital Corporation ("GCC"). The lease consists of three (3) payments in arrears with an Annual Percentage Rate of 3.915% but is subject to underwriting approval and mutually acceptable documentation. The payments would be as follows:

| | Lease Payment | Maintenance/Support | Total |
|------------|----------------------|----------------------------|--------------|
| 12/01/2018 | \$ 69,142.47 | \$ 22,000.00 | \$ 91,142.47 |
| 12/01/2019 | \$ 69,142.47 | \$ 22,000.00 | \$ 91,142.47 |
| 12/01/2020 | \$ 69,142.47 | \$ 22,000.00 | \$ 91,142.47 |

C. FORD COUNTY AUTHORIZATION OF PAYMENT TO CIS

Ford County will authorize GCC to make payment to CIS as invoiced.

D. CURRENT ANNUAL LICENSE RENEWAL FEE FOR SYSTEM(S):

| | |
|-------------------------|---------------------|
| CAD/RMS/JMS/CPS/MCS/AVL | \$ 22,000.00 |
| CIS Interfaces | <u>Included</u> |
| Total | \$ 22,000.00 |

The First Annual License Renewal occurs on the first anniversary date of the delivery of the Basic Program Products. In the event that a specific date is desired by the User, the First Annual License Renewal Payment, and subsequent years, will be prorated to occur on that date.

E. TERMS

Net due upon receipt of Invoice as scheduled.

F. ADDITIONAL LICENSE FEES

| | |
|--------------------------------|---------------------|
| CAD | \$ 15,000.00 per WS |
| RMS | \$ 2,000.00 per WS |
| JMS | \$ 500.00 per Bed |
| MCS CAD Client | \$ 800.00 per WS |
| MCS RMS Field Reporting Client | \$ 1,200.00 per WS |
| MCS Map Client | \$ 300.00 per WS |
| AVL Mobile Client | \$ 300.00 per WS |

**ADDENDUM B
DELIVERY SCHEDULE**

The Delivery Schedule detailed below represents a minimum time estimate based on a current starting date. The average time experienced with users for System Deployment ("Delivery") ranges from nine (9) to eighteen (18) months and is largely dependent on the number of System(s) and agencies involved. 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. Delivery of Special Program Products may extend the Schedule. The Minimum thirty (36) week Estimated Schedule below is After Receipt of Order (ARO):

| <u>TASK</u> | <u>ARO</u> |
|---|-----------------------|
| 1. Documentation | 8 th week |
| 2. Special Program Products Generation (At CIS) | 12 th week |
| Mobile Computer System (MCS) | 12 th week |
| Automatic Vehicle Location (AVL) System | 12 th week |
| CAD-E911 Interface | 12 th week |
| CAD-Map Centric Phase 1 and 2 Interface (CAM) | 12 th week |
| CAD-State Interface | 12 th week |
| Image Gateway System | 12 th week |
| Live Scan Fingerprint Interface | 12 th week |
| 3. Other Program Products, Specification, Procurement Delivery as Applicable | 20 th week |
| 4. Basic Program Products Generation (At CIS) | 22 nd week |
| 5. Management Training, Orientation and System(s) Acceptance (At CIS) | 28 th week |
| 6. Delivery, Installation, Acceptance Verification and Systems Preparation | 29 th week |
| 7. Final Installation and On-Site Personnel Training | 36 th week |
| 8. One (1) Year CIS Systems Warranty, Maintenance and Support | 30 th week |
| 9. Other Program Product Support(s) Maintenance and Support | 36 th week |

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 Agreement.

1.0 PROGRAM PRODUCTS

1.1. Basic Program Products

- Computer Aided Dispatch (CAD)
- Records Management System (RMS)
- Jail Management System (JMS)
- Civil Process System (CPS)

1.2. Special Program Products

- Mobile Computer System (MCS)
- Automatic Vehicle Location (AVL) System
- CAD-E911 Interface
- CAD-Map Centric Phase 1 and 2 Interface (CAM)
- CAD-State Interface
- Image Gateway System
- Live Scan Fingerprint Interface

1.3. Other Program Products

- Network Technology: Hardware
- Network Technology: Statement of Work

1.4. Manuals

- CAD Operator Guide
- RMS Operator Guide
- JMS Operator Guide
- CPS Operator Guide
- MCS Operator Guide
- Security Manual
- Code Table Manual
- Geofile Manual

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. Jonathan Yefsky, CIS Vice President and Director of Deployment will serve as the CIS Project Manager. 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 Agreement, this 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 AND ASSESSMENT

- 3.1.1. CIS will provide the User with a Project Plan that details the information and documentation CIS requires including Geofile, Master Street Address Guides (MSAG), Codes Tables, Maps (Shape Files), etc.
- 3.1.2. Assist User by telephone in fulfilling documentation requests.
- 3.1.3. CIS will schedule an On-Site visit including all Additional Users as applicable, to complete the documentation, observe the User's existing methods of operation using existing systems (CAD, RMS, Mobile, JMS, etc. as applicable) 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-SPECIAL PROGRAM PRODUCTS GENERATION (AT CIS)

3.2.1. CIS will initiate individual sub-tasks for preparation of the following:

Mobile Computer System (MCS)
Automatic Vehicle Location (AVL) System
CAD-E911 Interface
CAD-Map Centric Phase 1 and 2 Interface (CAM)
CAD-State Interface
Image Gateway System
Live Scan Fingerprint Interface

3.2.2. The following Special Program Products may be delayed delivery:

None

3.2.3. Conversion: When **FCSO** goes live on the System, User will continue to update User's Systems to be converted. At User's request CIS will provide an actual conversion date. The conversion date schedule may have a substantial backlog. After CIS supplies User with a conversion date, the conversion process shall begin. User will follow the Conversion Procedures detailed in Addendum T(91).

This Task is complete when CIS generates the Special Program Products.

3.3. TASK 3-OTHER PROGRAM PRODUCTS, SPECIFICATIONS, PROCUREMENT AND DELIVERY AS APPLICABLE

3.3.1. Based on the documentation and information received in Task 1, CIS will prepare Other Program Product Specifications (Amendment Nr. 01).

3.3.2. See applicable Amendment(s) for details.

This task is complete when Other Program Products are delivered.

3.4. TASK 4-BASIC PROGRAM AND SPECIAL PRODUCTS GENERATION (AT CIS)

3.4.1. Reformat any User's documentation for use in the System such as Code Tables, MSAGS, Shape Files, etc.

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

3.4.3. Enter sample records on User's System generated in Paragraph 3.4.2, above.

3.4.4. Test User System.

This Task is complete when CIS generates the System(s).

3.5. TASK 5-MANAGEMENT TRAINING, ORIENTATION AND SYSTEM(S) ACCEPTANCE (AT CIS)

Management Training, Orientation and Systems Acceptance will commence after System Generation in Task 4 on CIS Server(s) and Workstation(s) or and after User's Server(s), Workstation(s) and Network Hardware are installed and fully operational..

3.5.1. Management Training and Orientation

Phase 5 grew out of our experience that an agency's initial success of the System was directly related to the degree of its upper management's understanding and involvement with the System prior to actual on-site installation and operation. FCSO'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 Phase 4, 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 FCSO can:

- Review and operate hands-on the actual Basic Program Product Systems and available Special Program Products Systems to be delivered.
- Anticipate the impact of the new Systems on the existing operations.
- Review any potential conflicts between the present User Systems and the CIS Systems.
- 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 to FCSO's specific staff.
- Become familiar with what the Systems may be phased into management's day-to-day use of the System.
- Train For:
 - Geofile Preparation
 - Code Table Maintenance
 - Security
 - GIS Integration Support
- Plan For Training

3.5.2. System(s) Acceptance For Basic Program Products – Step 1 Delivery to User

At the conclusion of 3.5.1, CIS will conduct Phase 1 System Acceptance for Delivery in accordance with the procedure detailed in Addendum M(3). Demonstration that the Systems are operational and conform to the Addenda Specifications attached hereto shall constitute Phase 1 Basic Program Products Systems Acceptance by the User. User's authorized representative

will execute Sign-Off Sheets as prepared in advance by CIS for System(s) Acceptance for Basic Program Products – Step 1 in accordance with Addendum M(3).

3.5.3. Special Program Products

The Acceptance Procedure for Special Program Product(s) is detailed in Addendum R(4). The Acceptance Procedure may be performed simultaneously with Phase 1 above on a phased basis upon availability for delivery of each Special Program Product(s).

3.5.4. Other Program Products

Other Program Product(s) are accepted in accordance with Addendum R(4). Other Program Product operation and performance is based on Information and Specifications supplied by the vendor/manufacturer of each Other Program Product(s). Delivery and installation is phased as required for utilization of each Other Program Product.

3.5.5. Train User for On-Site Readiness for On-Site Training.

3.5.6. Deliver a hard and soft copy of the Trainer Guide(s) and Operator Guide(s) for the System(s) for use in preparation of staff for on-site training.

3.5.7. User will execute Sign-Off Sheets for Training, Delivered Items, and Acceptance Step1.

This Task is complete when CIS provides User Training at CIS, Manuals and Product Acceptance Tests are completed and accepted.

3.6. TASK 6-SYSTEMS PREPARATION, DELIVERY, INSTALLATION AND STEP 2 ACCEPTANCE VERIFICATION

3.6.1. Delivery and Installation of Basic Program Products and Available Special Program Products

CIS will electronically install the Basic Program Products and Available Special Program Products (including any Code Table additions and modifications from Task 5 above) on the User's Servers on completion of Task 5 – Paragraph 3.5.2 and 3.5.3 above.

3.6.2. Basic Program Products and Available Special Program Products Acceptance Verification, Step 2.

3.6.2.1 System(s) Acceptance For Basic Program Products – Step 2

The System Acceptance Verification is conducted by CIS demonstrating that the Systems are operational as Accepted at CIS in Phase 3.5.2 above. This constitutes Final Acceptance of the Basic Program Product Systems configured

specifically for the User. User's authorized representative will execute Sign-Off Sheets as prepared in advance by CIS for System(s) Acceptance for Basic Program Products – Step 2 in accordance with Addendum M(3)

3.6.2.2 System(s) Acceptance For Available Special Program Products – Step 2

The System Acceptance Verification is conducted by CIS demonstrating that the Systems are operational as Accepted at CIS in Phase 3.5.3 above. This constitutes Final Acceptance of the Available Special Program Product Systems configured specifically for the User. User's authorized representative will execute Sign-Off Sheets as prepared in advance by CIS for System(s) Acceptance System(s) Acceptance for Special Program Products - Step 2 in Addendum R(4).

3.6.3. Agency Preparation

User System preparation includes completion of the Geofile, Security and Code Table entries. The User System Preparation extends from four (4) weeks to months depending on resources the User can apply to this Task.

This Task is complete when the System(s) are installed, Acceptance is Verified and the User completes Agency Preparation.

3.7. TASK 7-FINAL SYSTEM DEPLOYMENT AND ON-SITE PERSONNEL TRAINING

3.7.1. 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.

3.7.2. CIS will provide up to fifteen days of Staff training on Systems for User personnel. This level of effort will provide one hundred twenty (120) 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.

3.7.3. Five(5) types of Personal Training modules at User's Site can be provided as required by the User as follows:

- System Manager
- Dispatcher
- Patrol Officer
- Corrections
- Support Staff

3.7.4. The System Manager, CAD and RMS modules are eight (8) hours in length and may be attended by four (4) to six (6) personnel per session. All other modules

are four (4) to eight (8) hours in length and may be attended by four (4) to eight (8) personnel per session.

- 3.7.5. 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 Agreement amount for the actual number of days required.
- 3.7.6. On-site training will commence after completion of Task 6 and when User can schedule its personnel for training. It is assumed that the User may elect to go live immediately after training or have personnel browse the new System(s) for one (1) or more weeks to enter duplicated records in the software prior to live operation.
- 3.7.7. CIS will reset the database to remove practice records when the User advises CIS that the User will initiate "live" operations.

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

3.8. TASK 8-ONE(1) WARRANTY, MAINTENANCE AND SUPPORT OF SYSTEMS

The one (1) year Maintenance Term commences on the Date of Acceptance by the User of the Basic Program Product(s) as defined in Paragraph A.4 above and in Task 6, 3.6.2.2 above.

4.0 USER RESPONSIBILITIES

User will be responsible for the following tasks:

4.1. Project Management of Hardware, Network, and Database Implementation

- 4.1.1. Project management tasks in this Paragraph apply to Amendment Nr. 01 and any other hardware, network, local LAN workstations, printers and software that is provided by the User from any other vendor(s).
- 4.1.2. Obtain server, workstation, database and printer requirements from CIS.
- 4.1.3. User shall dedicate Host System Servers provided to the CIS System(s) and exclude all third parties and all applications from third parties. CIS will maintain the SQL database.
- 4.1.4. User will manage the performance in connection with hardware, software and services provided by any other Vendor(s) associated with this Project. Included in this responsibility, User will facilitate direct contact between CIS and said Vendor(s) as required.

4.1.5. Provide CIS up-to-date User network and hardware information to facilitate CIS' access to workstations at remote User's Host Server Site(s).

4.1.6. Provide CIS with copies of any reports and/or documentation that involve CIS.

4.2. CIS Project

4.2.1. Purchase of all CIS recommended necessary equipment, software, materials, parts, installations, labor and services to provide a fully functional and operational Computer Hardware, support facility and network meeting all applicable CIS and manufacturer and industry standards and codes with the capacity to receive the installation of CIS Program Products and provide support of User's operational needs.

4.2.2. In the event User assigns a Project Manager and a System Manager upon installation of the CIS Program Products and Network Technology, the new Project Manager and System Manager will be the principal Point Systems(s) of contact between CIS and the User.

Each Additional User, if any, shall assign a Principal Contact for CIS. User shall be responsible for the performance of the Additional Users under this Agreement.

4.2.3. Provide User's management level personnel at CIS at User's expense for Management Training as required in CIS Task 5 above. Estimate hotel rooms at \$ 130.00 per day.

4.2.4. USER WILL BE RESPONSIBLE FOR ANY TRAVEL AND DIEM EXPENSES FOR USERS' STAFF DURING THE COURSE OF THIS PROJECT.

4.2.5. Schedule and prepare User's personnel for on-site training as required in CIS Task 6 above.

4.2.6. Deliver to CIS with any Development Environments and/or Hardware as specified in the applicable Addendum.

4.2.7. Contract with Vendor(s) for on-site LAN and Network maintenance and support and/or train staff for this purpose. CIS recommends that CIS provide Diagnostic Network/WAN support for Projects involving remote sites and/or Additional User(s). CIS will provide a proposal.

5.0 ESTIMATED SCHEDULE

CIS will commence performance of this Statement of Work within two (2) week(s) after CIS receives an executed Agreement and any required Purchase Order. CIS will perform the Tasks in accordance with the following estimated schedule relative to the availability date of the proposed System(s) as detailed

in Addendum B. The following is the estimated thirty six (36) week schedule for the tasks in Paragraph 3.0. Delivery of Special Program Products may extend the Schedule.

5.1. TASK 1-DOCUMENTATION

Documentation commences upon contract start and generally takes eight (8) weeks in a larger agency to complete. Actual time depends largely on the User.

5.2. TASK 2-SPECIAL PROGRAM PRODUCTS GENERATION (AT CIS)

Task 2 generally takes four (4) weeks. Some Special Program Products may be delayed such as Interfaces because they depend on third party product delivery and availability of their specifications, equipment and test facilities for use by CIS. Development of each conversion is estimated at fifty two (52) or more weeks after receipt of documentation and specified files from the User agency. See applicable Addenda details. Actual start will commence after User "goes into live operations" and enters no more records or updates to their existing systems(s).

5.3. TASK 3-OTHER PROGRAM PRODUCTS, SPECIFICATION, PROCUREMENT AND DELIVERY AS APPLICABLE

The cycle of specifications, purchase, staging and delivery to User for installation, test and acceptance will be timed to be completed just prior to Task 5. This approach will minimize the hardware idle time and take advantage of any new releases. This phase is estimated at twenty (20) weeks for on-site tasks.

5.4. TASK 4-BASIC PROGRAM PRODUCTS GENERATION (AT CIS)

Generation by CIS commences after completion of Task 1 and Task 2 and generally takes twenty (20) weeks.

5.5. TASK 5-MANAGEMENT TRAINING, ORIENTATION AND SYSTEM ACCEPTANCE (AT CIS)

Management training and orientation commences after System generation in Task 3 or after the hardware systems (Network Technology, User Network Connectivity and Users' Local LANs, Workstations and Printers) are installed and fully operational, whichever is later. For planning purposes, six (6) weeks will be allotted for this task although the User may have a scheduling problem.

5.6. TASK 6- SYSTEMS, PREPARATION, DELIVERY, INSTALLATION AND ACCEPTANCE VERIFICATION

Delivery and Installation of Basic Program Products and Acceptance Verification at the User site will be one (1) week after Task 5.

5.7. TASK 7-FINAL INSTALLATION AND ON-SITE PERSONNEL TRAINING

Personnel training will commence when User can schedule its personnel for training within a five (5) week period after Task 6 is completed. The actual start of training will begin after the User completes specific tasks such as completion of the geofile and code tables including each employee's security profile (for which CIS will train the User).

5.8. TASK 8-ONE (1) CIS SYSTEMS YEAR WARRANTY, MAINTENANCE AND SUPPORT

The one (1) year warranty, maintenance and support period commences on the date of first installation of the Accepted Basic Program Products in Task 6 above and any Network technology warranty/maintenance period commences upon delivery to CIS.

5.9. TASK 9-ONE (1) YEAR OTHER PROGRAM PRODUCTS MAINTENANCE AND NETWORK SUPPORT

One (1) year, or more if applicable, of Other Program Products Maintenance, by applicable manufacturers, starts on the delivery of Hardware Products to the User or CIS, whichever comes first and various times for Hardware Systems software, some based upon registration with the vendor on installation on Hardware.

6.0 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.

- 6.1.** 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.
- 6.2.** 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.
- 6.3.** 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.
- 6.4.** Approved Change Orders will be incorporated into this Agreement through written change authorization, by both parties to this Agreement.

7.0 OTHER PROGRAM PRODUCTS

7.1. Installation

CIS shall provide for installation of Other Program Products including Network Technology if scheduled in the Agreement.

7.2. Training, Maintenance and Support

CIS does not provide scheduled training, maintenance or support services for Other Program Products furnished under this Agreement unless scheduled in an Amendment(s).

8.0 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.

Masters\Addenda\Delivery Schedule (B), Statement of Work (C)\Master Delivery Schedule (B), Statement of Work (C) 08212014

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 D(12) RECORDS MANAGEMENT SYSTEM (RMS)

1.0 RECORDS MANAGEMENT SYSTEM (RMS)

RMS automates the police records management functions of an agency. The System provides simultaneous on-line use in Records, Dispatch, Bureaus, etc. Specifically designed for operation by sworn and clerical personnel, the System operation is Windows. Menus, Tool Bars, Help and related GUI tools provide an intuitive and efficient environment for the entire range of personnel that enter, access and track Incident records.

1.1 MODULES

RMS consists of the following modules:

- Administrative
- Offense
- Property
- Vehicle
- Victim
- Witness
- Offender
- Arrest
- Contact
- Central Intelligence Database
- Wants/Warrants
- Case Management
- Report Flow
- Court Order
- Citations
- Alarm/Census
- Accident

1.2 PRINCIPAL FEATURES

The principal features of RMS are as follows:

- Provides Illinois UCR Reports.
- Windows/GUI is utilized to speed entry and access to information.
- Object Oriented Data Sets provide uniform operator data entry functions in every module and increases productivity.
- Master indexes are automatically created from entered records for names, locations and phone numbers.
- Microsoft Word for text reports directly integrated with each Record.
- Document Scanning, Photos and Mug Shots are directly integrated with individual Records.
- Bar Code is directly integrated with each individual Record.
- Powerful built-in Inquiries will search 10s of thousands of records in seconds to find records and support Crime Analysis.
- RMS complies with the FBI model for incident records simultaneously tracks UCR, IBR, State and local ordinance violations from the same Window.
- The Case Management Module facilitates assignment and tracking of cases.
- The Report Flow System tracks Narrative Report submittal and approval.