

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 3002

**AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA,
ILLINOIS, TO ENTER INTO A HOSTED SERVICE AGREEMENT
WITH INFORMATION TECHNOLOGIES, INC. OF ST. LOUIS,
MISSOURI, TO PROVIDE PUBLIC SAFETY SOFTWARE
LICENSING AND SERVER HOSTING CAPABILITIES FOR THE
POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH AND
RECORDS MANAGEMENT SYSTEMS**

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 19th day of February, 2013**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 20th day
of February, 2013**

FEB 19 2013

ORDINANCE NO. 3002

J. Ronald Colyer
City Clerk

**AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA,
ILLINOIS, TO ENTER INTO A HOSTED SERVICE AGREEMENT
WITH INFORMATION TECHNOLOGIES, INC. OF ST. LOUIS,
MISSOURI, TO PROVIDE PUBLIC SAFETY SOFTWARE
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POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH AND
RECORDS MANAGEMENT SYSTEMS**

WHEREAS, the City Council of the City of Columbia, Illinois ("City") has found and determined and does hereby declare that it is in the City's best interests and for the health, safety and welfare of its citizens to enter into an agreement with Information Technologies, Inc. of St. Louis, Missouri ("ITI") to provide public safety software licensing and server hosting capabilities for its Police Department's Computer Aided Dispatch and Records Management Systems; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the purpose of authorizing the City to enter into a Hosted Service Agreement to authorize ITI to provide such public safety software and server hosting capabilities to the City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, does hereby authorize and direct the Mayor to execute and deliver a Hosted Service Agreement, substantially in the form attached hereto, authorizing the use of ITI's public safety software and server hosting capabilities by the City's Police Department in its operations, in as many counterparts as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Reis moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:

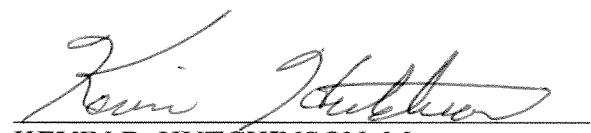
YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler and Reis.

NAYS: None.

ABSENT: Aldermen Hutch and Mathews.

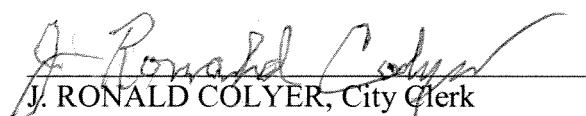
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 19th day of February, 2013.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

I further certify that on the 19th day of February, 2013, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 3002 entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A HOSTED SERVICE AGREEMENT WITH INFORMATION TECHNOLOGIES, INC. OF ST. LOUIS, MISSOURI, TO PROVIDE PUBLIC SAFETY SOFTWARE LICENSING AND SERVER HOSTING CAPABILITIES FOR THE POLICE DEPARTMENT’S COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEMS”

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 3002, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on February 20th, 2013 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 19th day of February, 2013.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 3002, entitled:

**“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA,
ILLINOIS, TO ENTER INTO A HOSTED SERVICE AGREEMENT
WITH INFORMATION TECHNOLOGIES, INC. OF ST. LOUIS,
MISSOURI, TO PROVIDE PUBLIC SAFETY SOFTWARE
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to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 19th day of February, 2013.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 19th day of February, 2013.

J. Ronald Colyer
J. RONALD COLYER, City Clerk

(SEAL)

HOSTED SERVICE AGREEMENT

This Agreement for Hosted Software Services is made and entered into this _____ day of _____, 2013, by and between the City of Columbia, Illinois (“Agency”) and Information Technologies, Inc., a Missouri Corporation (“ITI”).

RECITALS:

- A. Agency desires to subscribe to the use of the Public Safety Software produced and distributed by ITI as noted within this Agreement or on Schedule A, Quotation Q20128736.
- B. Agency also desires to have ITI host the software on server hardware at ITI.
- C. Hereafter, Hosted Service will mean both the ITI Public Safety Software being provided, along with the services required to host the software on a server at ITI.
- D. ITI retains all rights and ownership of the noted software.
- E. Both parties wish to enter into an agreement, whereby; Agency will make one or more periodic payments to ITI for the Hosted Service.

AGREEMENTS:

The parties agree to the following:

1. All terms and conditions of ITI’s quotation, Quotation Q20128736, are incorporated herein.
2. During the term of this Agreement, unless in default as noted within section 6 of this Agreement, ITI will provide Hosted Services for the products listed herein, along with physical hosting of the software on server hardware at ITI.
3. The term of this Agreement will be for twelve (12) consecutive months, commencing _____, 2013 . At the end of the term (Termination Date) the Agency, if not in default, may continue the Hosted Service on a quarter-to-quarter basis at ITI’s then current Hosted Service prices. For uninterrupted service, subsequent quarterly payments must be made prior to the Termination Date.
4. By making payment for any renewal period, Agency is agreeing to the extension of the term of this Agreement. In such event, all provisions of this Agreement remain in force.
5. Monthly cost is \$2,799, prepaid quarterly. The first quarterly payment is due upon the execution of this Agreement, and prior to commencement of service. Subsequent quarterly payments will be invoiced by ITI and are due prior to the expiration date. The Agency shall pay the amount due and payable in each

invoice no later than five (5) days after the due date. All services will cease upon completion of any pre-paid service period.

6. The occurrence of any of the following events shall be deemed to be an Event of Default by the Agency under this Agreement:

- A. If ITI fails to receive the Agency's payment by fifteen (15) calendar days past the due date.
- B. If the Agency fails to comply with any term, provision or covenant of this Agreement and such failure is not cured within ten (10) business days of Agency's notification of such failure.
- C. If the Agency becomes bankrupt or insolvent.

Upon occurrence of any such Event of Default, ITI may declare immediately due and payable the entire amount of the payments then remaining to be paid under this Agreement for the balance of the Agreement's term.

- 7. ITI's Hosted Service requires a broadband internet connection acceptable to ITI. Prior to installation, ITI will need remote access to test Agency's internet connection for verification of broadband speed and connection integrity.
- 8. Data Security: ITI utilizes state-of-the-art technologies to protect your data as it is communicated between your PCs and our data center. These measures include the use of rolling connections with public / private key exchanges for 256 bit data encryption. Our encryption utilizes Advanced Encryption Standard (AES). AES is the cryptography standard adopted by the U.S. Government and is in use worldwide.
- 9. Agency agrees that this service is an alternative to purchasing, installing, setting up and maintaining an in-house server and related software. As such, Agency agrees that some periods of outage, without notice, will occur due to circumstances beyond ITI's control (power, internet connectivity, hardware failure, etc.). ITI does not guarantee uninterrupted service. In the event of an outage or un-planned event at the hosting site, use of the software will be interrupted. Agency is encouraged to maintain paper copies of all reports and agrees to hold ITI harmless in all circumstances involving loss of use of the software. In the event of an outage at the hosting site lasting more than 72 consecutive hours, ITI will offer a pro-rated discount for the next month of purchased service equal to the outage period.
- 10. All Agency workstations using ITI's software must meet ITI's minimum workstation requirements published at <http://www.itiusa.com/pdf/HardwareRequirements.pdf> and must be protected with an anti-virus software application (not provided by ITI) that is under a maintenance agreement to receive the most current software and pattern updates from the Agency's chosen vendor. ITI shall have the right to immediately deny access, without prior notice, to any workstation found to be inadequately protected or currently infected with any software virus, worm, spyware or similar malware. In this event, Agency will be responsible for the removal / repair of the workstation and will receive no credit for lost periods of service.

11. Upon default or termination of this Agreement, Agency shall return to ITI all copies of the Software. Agency must also remove all copies of the software from any computers upon which it has been installed.
12. ITI will have the right to deactivate the software in the event that the Agency does not perform any obligation required under this Agreement. In the event of deactivation, Agency shall have no recourse against ITI for their inability to use said software and Agency agrees to hold ITI harmless in such event.
13. Access To Data After Cancellation / Termination: Upon request, and for a period of 30 days after cancellation / termination of service, Agency may request an electronic copy of their data (Database Archive) by paying a Database Archive fee of \$ 299.00. ITI will provide the archive on CD or DVD media in Microsoft SQL Server backup form. After this 30 day period, all Agency data will be purged from ITI's system and will not be recoverable.

Note: SQL Server backup form includes copies of the database tables and not printable data that can be utilized through conventional means such as a word processor. A database conversion by a qualified programmer or database administrator would be necessary to import this data into other software. These services are not provided or available from ITI.

14. Terms and Conditions are as noted below:

- a) Software Use: All software provided under this service is for use solely by Agency. Agency may not provide any software or use of software to any other entity.
- b) Training: One or more Agency System Administrators must be trained by ITI. The cost for this training is separate from the Hosted Service and at Agency's expense. Training may be available at ITI's St. Louis, Missouri facility, via live web training or at the Agency's site, as specified in the subject quotation. ITI encourages the head of the Agency or a command staff representative to attend the System Administrator training to become familiar with the capabilities of the ITI software.
- c) Software Telephone Technical Support: While under Hosted Service ITI will provide telephone technical support to Agency System Administrators who have completed ITI's System Administration training on the subscribed products. Support is available Monday through Friday (excluding holidays), 8:00AM - 5:00 PM central time. After hours, telephone technical support is available at ITI's current After Hours Support Incident Fee. This incident based fee will be charged, net 30 days, regardless of the time required. Agency will have the opportunity to identify personnel who are authorized to request After Hours Telephone Technical Support. By requesting After Hours Telephone Technical Support, Agency agrees to make payment for services provided. Agency further agrees that ITI may suspend Software Telephone Technical

Support in the event of any unpaid After Hours Telephone Technical Support charges.

d) Collection Of Statistical Or Use Information: During the term of this Agreement, ITI may collect for internal use, the following information from client's data:

- Configuration information for use in providing support.
- Use information regarding user and activity counts associated with ITI's pricing model for this Agreement, and for use by ITI to enhance the user experience.
- Hardware and operating system information about the computers on which ITI's software runs.
- Emails or other communications from users to ITI
- ITI agrees that data stored by Agency pursuant to the terms of this Agreement is confidential, and in the event ITI, its employees, assigns or agents gains access to any of Agency's data, such data will be treated as confidential and will not be disclosed to anyone. In the event of a breach of this section by ITI, its employees, assigns or agents, Agency shall be entitled to see injunctive or other equitable relief as allowed by law.

Note: ITI WILL NOT COLLECT ANY CRIMINAL JUSTICE INFORMATION from Agency's data.

ITI will also download to Agency workstations the following: Software updates, including assemblies, components or related modules associated with software revisions, including HELP files.

- Emails or other communications from ITI to users

e) Software Updates / Upgrades: While under Hosted Service, ITI will provide to Agency any software updates or upgrades for the products included, which have become available and released for general distribution to the ITI client base.

f) Hardware / Network Responsibility: Unless contracted separately, ITI has no responsibility for Agency's computer hardware or network system. This Agreement is for software and related server hosting services only. No on-site hardware is included. Agency is responsible for providing workstation hardware, operating system and network access as required by ITI for the proper operation of the software.

g) Software Licensing: As a result of entering into this Agreement, Agency WILL NOT be acquiring any license to use the provided software beyond the term of this Agreement and WILL NOT acquire ownership of any of the software provided. If the Agency is converting any previously purchased ITI product license to Hosted Service, then the Agency

relinquishes ownership of said product licenses upon signing this Agreement.

- h) Other Services: Unless otherwise specified herein or by reference, this Agreement does not include data conversion, training or on-site services such as installation, training or start up assistance which may be purchased separately.
- i) Product Offering: ITI's product offering is limited to the software specifically listed herein. Additional products or interfaces not specifically listed herein are not included.

15. Interface, E911: YOUR AGENCY AGREES TO THE FOLLOWING EACH TIME THE ITI E911 INTERFACE IS USED:

- A. That the ITI software is being provided only for the use of transferring data from emergency equipment to nonessential systems. The information retrieved by the ITI software is only to be used for archival data purposes.
- B. That live caller information on the E911 system will be used for all activities related to dispatch, emergency information, location, identification or use in your life saving or related activities.
- C. That you will notify ITI within 24 hours of any interface or Public Safety Software defect, failure or improper operation.

16. Mobile License: ITI's Mobile License is provided on a per workstation basis. Each workstation that will run ITI's software outside of the Local Area Network requires a mobile license. A minimum 3G cellular connection is required for connection to the data server.

17. Liability Insurance: ITI, at its own expense, shall procure and maintain comprehensive liability insurance coverage during the term of this Agreement with one or more qualified and rated insurance carriers and with general liability coverage of no less than \$1,000,000; and Agency shall be named as an additional insured on such liability insurance coverage. ITI will supply Agency with a certificate evidencing such coverage and identifying Agency as an additional insured.

18. Products Not Included: ITI's product offering is limited to those ITI software modules and third-party products specifically listed in this proposal. Additional products or interfaces not specifically listed in this proposal are not included.

19. Services Not Included: With the exception of those specified herein, this proposal does not include services such as data conversion, software installation, training, configuration, configuration review, or startup assistance, including on-site services.

20. Agency acknowledges and agrees that any purchase order issued by Agency, in accordance with this Agreement, is intended only to establish payment authority for Agency's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification or other revision to the terms of this Agreement. No term or condition included in Agency's purchase order will have any force, effect or supersede any provision of this Agreement.
21. If either Party (ITI or Agency) prevails in any court proceeding to enforce any term, covenant or condition hereof, the other Party shall promptly reimburse the prevailing party for the cost thereof and reasonable attorney's fees incurred on account of any such proceeding.
22. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and may not be modified, amended or terminated except by a written agreement, specifically referencing this Agreement, and signed by both parties hereto.
23. This Agreement (i) is assignable by either party hereto with the express written consent of the other party, which consent shall not be unreasonably withheld; and (ii) shall be binding upon and inure to the benefit of the permitted assigns of the parties.
24. Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.
25. Notwithstanding anything contained herein to the contrary, all of ITI's and Agency's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect, shall survive the termination of this Agreement for any reason.
26. This Agreement amends and supersedes certain provisions in the Terms and Conditions / Requirements referenced in the Quotation identified above. This Agreement takes the place of and supersedes those portions of any articles, sections or paragraphs of the Terms and Conditions / Requirements that deal with the same subject matter and if provisions of this Agreement and the Terms and Conditions / Requirements conflict, then the provisions of this Agreement will control.
27. This Agreement may be executed in separate counterpart, each of which shall be an original, and all of which together shall constitute one and the same Agreement.

In Witness whereof, the parties hereto have caused this Agreement to be duly executed, as of the date herein above written. The individuals, whose endorsements follow, have the right and authority to contractually bind their respective parties.

Authorized Signature, Title

E. Michael Krebs, Vice President - Controller
Information Technologies, Inc.

Print Name, Title
City of Columbia, Illinois

Attest:

City Clerk

INFORMATION TECHNOLOGIES, INC.**Quotation**

Quotation Number: Q20128736

Date: 11/19/2012

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To: COLUMBIA POLICE DEPARTMENT
 1020 N. MAIN ST.
 COLUMBIA, IL 62236

This quotation is based on the following agency profile:
 Users: 26
 Officers: 16

Project Description: HOSTED SERVICE - CAD/RMS/MOBILE**For Information, Contact:** Drew Steward

Item	Notes	Lic / Qty	Monthly Fee	One-Time Costs
Hosted Service				
Hosted Service - Additional LAN Workstation	(2)	9	315.00	0.00
Hosted Service - Mobile Workstation	(3)	19	950.00	0.00
Hosted Service - Computer Aided Dispatch (single station)		1	250.00	0.00
Hosted Service - Additional CAD Workstation		1	150.00	0.00
Hosted Service - Dispatch Map		2	220.00	0.00
Hosted Service - Workstation/Mobile Map	(4)	3	105.00	0.00
Hosted Service - Dispatch Monitor (10 Concurrent Licenses)	(5)	1	50.00	0.00
Services - Installation / Setup of Hosted Service	(6)	1	0.00	199.00
Services - Installation / Setup of Hosted LAN Workstation	(7)	9	0.00	450.00
Services - Installation / Setup of Hosted CAD Workstation		2	0.00	198.00
Services - Installation / Setup of Hosted Mobile Workstation	(8)	19	0.00	1,881.00
Services - Installation / Setup of Hosted Regional Data Sharing	(9)	1	0.00	250.00
Services - Installation / Setup of Hosted NCIC Interface	(10)	1	0.00	250.00
Services - Installation / Setup of Hosted E911 Interface		1	0.00	250.00
Services - Installation / Setup of Hosted Dispatch Monitor	(11)	1	0.00	50.00
Services - Installation / Setup of Hosted Livescan Interface		1	0.00	99.00
Enterprise Framework	(12)	1	0.00	0.00
Interface, NCIC IL LEADS	(13)	1	100.00	0.00
Personnel Management		1	0.00	0.00
Computer Aided Dispatch				
Interface, E911	(14)	1	75.00	0.00
Law Enforcement Records Management				
Regional Data Sharing	(15)	1	75.00	0.00
Racial Profiling, IL DOT - TSDS	(16)	1	100.00	0.00
Mobile License				
AVL Interface		1	200.00	0.00
Services - Project Management	(17)	1	0.00	1,500.00

INFORMATION TECHNOLOGIES, INC.

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Training - Sys Admin at ITI (per day)	(18)	3	0.00	2,685.00
Services - Configuration Assistance	(19)	1	0.00	3,000.00
Training - Custom Class On-Site	(20)	1	0.00	3,000.00
Services - Map Installation (per workstation)	(21)	3	0.00	300.00
Services - Map Data Analysis	(22)	1	0.00	895.00

This quotation is valid through 12/31/2012 and is subject to the terms, conditions, and requirements below.

One-Time Cost	15,007.00
Sales Tax	0.00
Shipping & Handling	0.00
Total One-Time Costs	15,007.00
Monthly Hosted Cost	2,799.00

TOTAL DUE WITH ORDER (First Quarter plus One-Time Costs) ~~23,404.00~~

8,397.00

Notes:

- (1) This service includes hosting the ITI modules listed on this quotation, on a server in ITI's secure data center. The service includes ITI's client software on one LAN workstation (provided by agency) at the agency site.
- (2) This provides additional licenses (9) for use of the software on agency provided LAN workstations.
- (3) This provides additional licenses (19) for use of the software on agency provided mobile workstations. Sixteen of the licenses will be operated on the Police Department's laptops and the other 3 licenses on the Ambulance laptops.
- (4) The 3 Mobile/Workstation map licenses will be installed on the ambulance mobile computers.
- (5) Provides ten (10) concurrent licenses of Dispatch Monitor for access via web.
- (6) Includes installation and setup of first LAN workstation.

Includes setup and configuration of all subscribed modules. ITI will coordinate with your Site Administrator to obtain necessary information to complete the configuration. In addition, ITI will perform the following:

- * Remote software installation on each subscribed workstation.

ITI reserves the right to limit services related to the development of custom reports to ten hours per year.

Agency will be responsible for completing configuration worksheets (Excel files) prior to going on-line, including, but not limited to:

- * Users List
- * Street List
- * Charge Code List

(7) Includes remote setup of ITI's client applications on nine (9) Local Area Network (LAN) workstations. Your Site Administrator will need to provide ITI remote access to complete this installation.

(8) Includes remote setup of ITI's client applications on 19 mobile workstations. Your Site Administrator will need to provide ITI remote access to complete this installation. For the purposes of this setup, the mobile workstation should be connected to the internet inside your office. Installation over a wireless network is not supported.

(9) ITI will install the Regional Data Sharing software and assist your Site Administrator with configuration of Sharing Agreements.

(10) This includes remote installation and configuration of ITI's NCIC interface.

(11) Includes setup of ITI's Hosted Dispatch Monitor on ITI provided web server. Access will be via ITI supplied URL.

(12) Requires Microsoft SQL Client Access License for each workstation. ITI provides these licenses with Hosted Service. The licenses remain the property of ITI.

(13) This interface is for inquiries only. Only certain inquiries are supported. Contact ITI for more details.

INFORMATION TECHNOLOGIES, INC.

Quotation Number: Q20128736

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A separate, stand-alone PC is required to run this interface software. The workstation will also require a Microsoft SQL Client Access License.

NCIC Interface PC Requirements:

- Intel Pentium 4 Class PC or Equivalent with 1 GB of RAM running Windows XP / Windows Vista / Windows 7.
- Internet access.
- LAN connectivity with access to the Server where the ITI software is installed.
- WAN connectivity to the state system.

The state will need to be involved to allow access from your interface PC to the State system. ITI will assist your agency with this process but ultimately it is the agency's responsibility to see that this connectivity is established.

• Before the NCIC interface can be installed, your agency will need to request terminal IDs from the state to be used with the NCIC interface. The terminal IDs currently used at your NCIC terminals cannot be used. New terminal IDs that will be used solely by the interface must be requested. Your agency will need one terminal ID per workstation authorized to make inquiries through the interface. This includes each CAD workstation, station based workstation and mobile workstation that will make inquiries to the NCIC interface. ITI can assist you in determining how many terminal IDs you need to request. Please contact ITI if you need additional information or assistance in requesting terminal IDs from your state. IT IS YOUR RESPONSIBILITY TO OBTAIN THESE TERMINAL IDs. ITI CANNOT REQUEST THESE TERMINAL IDs FOR YOU AS THE STATE REQUIRES THIS REQUEST COME FROM YOUR AGENCY. TERMINAL IDs MUST BE REQUESTED WELL IN ADVANCE OF THEIR NEED. CONTACT YOUR STATE NCIC COORDINATOR FOR REQUIREMENTS.

Should any of these requirements above not be met at the time of your onsite installation, ITI can install and test your interface remotely after your on-site installation has occurred.

(14) A separate, stand-alone PC is required to run this interface software and is not provided by ITI. The workstation will also require a Microsoft SQL Client Access License.

A CAD port is required on your E911 system. ITI does not provide this port.

E911 Interface PC Requirements:

- PC must meet ITI's current minimum specifications found at www.itiusa.com/pdf/hardwarerequirements.pdf
- LAN connectivity with access to the Server where the ITI software is installed.
- Serial Port.
- Serial cable connected between the E911 CAD port and the E911 Interface PC.

If these requirements have not been met at the time of ITI's on-site installation, ITI will perform this setup remotely, and will require agency assistance to make the proper connections and to "capture" data for E911 configuration by ITI.

(15) Hosted Service to provide Regional Data Sharing through ITI's Records Management Software. This will provide the capability to share RMS data, of your choosing, with other agencies who have ITI's Enterprise Records Management and Regional Data Sharing.

(16) This Racial Profile form, Illinois Department of Transportation – Traffic Stop Data Sheet (Form TS-2581, Rev. 8/29/11), is available in the RMS as part of an Offense/Incident report, a summons or as a standalone report. A single record may also be printed. In addition, a delimited text file containing multiple records can be produced from the RMS – Admin Reports module. If configured to validate the reports, the validations will be performed when the report is saved.

(17) For all project orders ITI will assign a Project Manager. The ITI Project Manager will initially prepare a project implementation plan and review this with the Agency System Administrator. Thereafter, scheduled Project Status Reports will be provided to the Agency System Administrator detailing the progress made, identifying tasks and the responsible party, and establishing timelines for completion of each task in order for the project to be completed on time.

(18) System Administration training at ITI's St. Louis offices provides training for up to two (2) Agency designated System Administrators in a single training session. Additional students may attend at additional cost.

The training will be conducted as follows:

- Day 1 - CAD Training
- Days 2-3 - RMS Training

ITI strongly recommends that your agency take advantage of ITI's System Administrator training, prior to implementing our software. Only ITI trained System Administrators are eligible to receive technical support from ITI. In the event that your agency does not attend training

INFORMATION TECHNOLOGIES, INC.

Quotation Number: Q20128736

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or fails to maintain an ITI trained System Administrator, technical support services will be interrupted.

Training fees are non-refundable. Cancellations made with more than 72 hours notice will be eligible for rescheduled training. Note: This is for the entire class, and not an individual student. Cancellations made with less than 72 hours will result in forfeiture of training and/or fees.

Please understand, these terms are necessary due to the scheduling constraints for classrooms and instructors. ITI cannot be responsible for scheduling problems outside of our control, such as illness, travel delays, etc. which can cause you to miss scheduled training.

ITI provides lunch with these classes. All travel, lodging and other meal expenses are the responsibility of the agency.

(19) ITI will remotely review the configuration of your software modules as completed by your System Administrator(s). ITI will work with your System Administrator(s) to fine tune the configuration, in preparation for user training and start-up.

(20) An ITI Product Specialist will be onsite at the Columbia Police Department for two days to train your department on the use of the Enterprise software modules listed on this quote. The training will consist of four, four hour classes. On day one, the training will start at 0800-1200 and 1300-1700. On day two, the training will start at 0800-1200 and 1300-1700.

Each training session will consist of new personnel. ITI recommends that someone with policy making authority attend each training session to answer department related questions.

(21) Includes remote installation of ITI map software and AGENCY SUPPLIED MAP DATA (Esri shape files) on three workstations. Workstations must be connected locally via a wired connection to agency network with remote access provided to ITI.

(22) ITI will do a one-time analysis of Agency map data (Esri shape files) to determine compatibility with ITI's map applications. ITI will supply to agency an electronic file containing a list of mismatched addresses between agency's map data and their ITI streets database in ITI's Enterprise software. Agency will be responsible for making corrections to one or both databases to ensure 100% compatibility.

TERMS AND CONDITIONS:

PAYMENT TERMS:

Information Technologies, Inc.'s (ITI) Hosted Service requires payment in advance. Invoicing is on a quarterly basis. Agency will have the right to cancel this service by simply not making payment for additional months of service. To avoid interruption in service, payment for the current month of service must be received by ITI prior to the first day of the month. Unless otherwise indicated herein, prices are subject to change. ITI will accept pre-payment for months of service at the current price in effect at the time of payment. Pre-paid months of service are not subject to refund.

ITI will not be responsible for Agency's inability to utilize the software or access data in the event of non-payment and Agency agrees to hold ITI harmless in this event. All services will cease upon completion of any pre-paid service period.

SOFTWARE SUPPORT:

Your agency must designate at least one "Site Administrator" who will be responsible for working with ITI on configuration and support issues. Up to two Site Administrators can be designated. The Site Administrator(s) must have attended ITI's web based training on all modules included in your Hosted Services subscription.

Only Site Administrators are eligible to receive telephone technical support. Support is available Monday through Friday (excluding holidays), 8:00 AM - 5:00 PM central time.

After hours telephone technical support is available (24x7) on a per-incident basis at ITI's current After Hours support fee (currently \$ 75.00). This incident based fee will be charged, net 30 days, regardless of the time required. By requesting After Hours support, Agency agrees to make payment for services provided. Agency further agrees that ITI may suspend service and/or support in the event of any unpaid After Hours support charges.

For support purposes, ITI utilizes software web connectivity tools to connect to the client agency workstation(s). Client agency is responsible for ensuring that ITI has the proper connectivity and authentication to utilize these tools. A successful connectivity test will be required prior to scheduling software installation or other services. Client agency is responsible for all appropriate security measures including, but not limited to, an internet firewall.

ITI reserves the right to refuse support to an agency that is more than two releases behind and refuses to apply updates. In the event of such action, no refund of un-used portions of service will be made. ITI will work with the agency on a mutually-agreeable update schedule to be performed during ITI's normal business hours.

SOFTWARE LICENSING:

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ITI's Hosted Service includes a workstation license for the number of workstations subscribed. As a result of subscribing to ITI's Hosted Service, Agency WILL NOT be acquiring any license to use the provided software beyond the term of this Agreement and WILL NOT ACQUIRE ANY OWNERSHIP of any of the software provided.

BROADBAND CONNECTION REQUIRED:

ITI's Hosted Service requires a broadband internet connection acceptable to ITI. Prior to installation, ITI will need remote access to test your connection for verification of broadband speed and connection integrity.

DATA SECURITY:

ITI utilizes state-of-the-art technologies to protect your data as it is communicated between your PCs and our data center. These measures include the use of rolling connections with public / private key exchanges for 256 bit data encryption. Our encryption utilizes Advanced Encryption Standard (AES). AES is the cryptography standard adopted by the U.S. Government and is in use worldwide.

ITI does not provide hardware, local area network, cabling, firewall or internet routing services, which are the responsibility of the subscribing agency. ITI's offering is limited to the use of our software along with our services to setup and support our software.

AVAILABILITY OF SERVICE:

ITI will have the right to cancel the availability of this service with 30 days notice. In the event of cancellation, Agency's full recourse shall be limited to repayment of any prepaid months of service.

Agency agrees that this service is a low cost alternative to purchasing, installing, setting up and maintaining an in-house server and related software. As such, Agency agrees that some periods of outage, without notice, will occur due to circumstances beyond ITI's control (power, internet connectivity, hardware failure, etc.). ITI does not guarantee uninterrupted service. In the event of an outage or un-planned event at the hosting site, use of the software will be interrupted. Agency is encouraged to maintain paper copies of all reports and agrees to hold ITI harmless in all circumstances involving loss of use of the software. In the event of an outage at the hosting site lasting more than 72 consecutive hours, ITI will offer a pro-rated discount for the next month of purchased service equal to the outage period.

All Agency workstations using ITI's software must meet ITI's minimum workstation requirements published at <http://www.itiusa.com/pdf/HardwareRequirements.pdf> and must be protected with an anti-virus software application (not provided by ITI) that is under a maintenance agreement to receive the most current software and pattern updates from the Agency's chosen vendor. ITI shall have the right to immediately deny access, without prior notice, to any workstation found to be inadequately protected or currently infected with any software virus, worm, spyware or similar malware. In this event, Agency will be responsible for the removal / repair of the workstation and will receive no credit for lost periods of service.

RESPONSIBILITY FOR HARDWARE / OPERATING SYSTEM:

ITI is not responsible for hardware or operating system software on Agency's PCs. ITI's responsibility is for ITI software and hosting services only. No hardware is included. Agency is responsible for providing broadband internet connectivity, including router configuration, as deemed necessary by ITI for the proper operation of the software.

SOFTWARE UPDATES / UPGRADES:

As part of this service, ITI will perform updates / upgrades to the ITI software. ITI will have the right to increase the minimum PC requirements as needed to support future enhancements to the software.

CANCELLATION / TERMINATION:

Upon cancellation or termination, Agency shall remove all ITI software from their workstation(s).

ACCESS TO DATA AFTER CANCELLATION / TERMINATION:

Upon request, and for a period of 30 days after cancellation / termination of service, Agency may request an electronic copy of their data (Database Archive) by paying a Database Archive fee of \$ 99.00. ITI will provide the archive on CD or DVD media in Microsoft SQL Server backup form. After this 30 day period, all Agency data will be purged from ITI's system and will not be recoverable.

Note: SQL Server backup form includes copies of the database tables and not printable data that can be utilized through conventional means such as a word processor. A database conversion by a qualified programmer or database administrator would be necessary to import this data into other software. These services are not provided or available from ITI.

ENTIRE AGREEMENT:

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This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and may not be modified, amended or terminated except by written agreement, specifically referencing this Agreement, and signed by both parties hereto.

Agency acknowledges and agrees that any purchase order issued by Agency, in accordance with this agreement, is intended only to establish payment authority for Agency's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in Agency's purchase order will have any force or effect.

PRODUCTS NOT INCLUDED:

ITI's product offering is limited to those ITI software modules and third-party products specifically listed in this proposal. Additional products or interfaces not specifically listed in this proposal are not included.

SERVICES NOT INCLUDED:

With the exception of those specified herein, this proposal does not include services such as data conversion, software installation, training, configuration, configuration review, or startup assistance, including on-site services.

Interface, E911:

YOUR AGENCY AGREES TO THE FOLLOWING EACH TIME THE ITI E911 INTERFACE IS USED:

- A. That the ITI software is being provided only for the use of transferring data from emergency equipment to nonessential systems. The information retrieved by the ITI software is only to be used for archival data purposes.
- B. That live caller information on the E911 system will be used for all activities related to dispatch, emergency information, location, identification or use in your life saving or related activities.
- C. That you will notify ITI within 24 hours of any interface or Public Safety Software defect, failure or improper operation.

Mobile License:

ITI's Mobile License is provided on a per workstation basis, regardless of acquisition method (license purchase, subscription service or hosted service). Each workstation that will run ITI's software outside of the Local Area Network requires a mobile license. A Microsoft SQL Client Access License is also required for each workstation. A minimum 3G cellular connection is required for connection to the data server.

Hosted Service:

ACCEPTANCE:

By signing below, and making payment for services as outlined herein, I accept this proposal and enter into this Agreement with Information Technologies, Inc. I acknowledge that I have the legal right to enter into this agreement on behalf of this Agency.

Agency Name: _____

Signature: _____

Name (printed): _____

Title: _____

Date: _____