

AGENDA REQUEST FORM
City of Pembroke Pines, Florida

MEETING DATE:
11/20/01

AGENDA ITEM NO.
18

TITLE: Fire Department Software Service Agreement with VisionAIR.

REQUESTED ACTION: Motion to approve continuation of our Software Service Agreement for our Computer Aided Dispatch (CAD) System with VisionAIR (the manufacturer) for the amount of \$28,641.75.

SUMMARY EXPLANATION AND BACKGROUND:

- 1 Since October 2000 we have been under contract with VisionAIR to provide technical support and system upgrades for our Dispatch CAD System.
- 2 Without this agreement, the current billable rate is \$125.00 per hour during normal operating hours and \$200.00 per hour after hours and on weekends.
- 3 Renewing this contract will insure support service and enhancements for our system as they become available.
- 4 Renewing this contract at a later date will result in a reinstatement fee.

EXHIBITS:

- 1 Continuation notice from VisionAIR.
- 2 Memo from Division Captain John Picarello (LOG-0111-224).
- 3 Recommendation from the Fire Chief (FC-0111-263).
- 4 Two original service agreements signed by VisionAIR VP.

PREPARED BY:

Name: Vito Splendorio

SOURCE OF ADDITIONAL INFORMATION

Name: Vito Splendorio
Phone: 435-6710

Recommended By:



CHARLES F. DODGE, CITY MANAGER



VITO SPLENDORIO, FIRE CHIEF

COMMISSION ACTION:

EILEEN TESH, CITY CLERK

11/7/01

VISIONAIR™ EXHIBIT 1

Attn: Attn: John Caprio
Pembroke Pines Fire Dept
9500 Pines Blvd, BLD B.
Pembroke Pines, FL 33024

Via Fax: 954-435-6746

Dear John Caprio/Acct's Payable:

Your office has been contacted in reference to the status of payment for your support maintenance renewal contract(s) on your account as shown below:

| | | |
|----------|----------|-------------|
| IVC04891 | 10/31/01 | \$28,641.75 |
|----------|----------|-------------|

If arrangements for renewal are not made within 30 days from this notice date (i.e. receipt of payment, date of anticipated payment, check number or purchase order), your account will be marked billable and support services terminated. Current billable rates are \$125 per hour regular business hours, \$200.00 per hour after regular business hours and weekends (minimum of one hour). These rates will apply to all calls to support upon expiration of the 30 days or expiration of current support period. By renewing your support contract, you insure support services and enhancements as they become available on your covered software. If support services are terminated as stated above, to reinstate support, there will be additional charges incurred.

Please mail your check today to avoid interruption of service.

We appreciate your continued business and attention to this urgent matter.

Sincerely,

VisionAIR
A/R Department

Donna Johnson
A/R Specialist

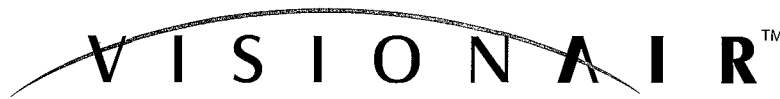


EXHIBIT 1

INVOICE

PEMFD01

Pembroke Pines Fire Dept
Attn: John Caprio
9500 Pines Blvd, BLD B.
Pembroke Pines FL

33024

Invoice #: IVC04891
Invoice Date: 9/11/01
Your PO#: 01/02 SWMTC RENEWAL
Date Due: 10/31/01

| Quantity | Description | Per Unit | Amount |
|----------|---|------------|------------|
| 1 | 24x7 CAD Software Maintenance Renewal November 1, 2001 through October 31, 2002 Windows NT VisionCAD: 3 Position | \$8,323.00 | \$8,323.00 |
| 1 | 24x7 CAD Software Maintenance Renewal November 1, 2001 through October 31, 2002 Windows NT Vision Encoder Interface: 1 Position | \$2,057.00 | \$2,057.00 |
| 1 | 24x7 Mobile Software Maintenance Renewal November 1, 2001 through October 31, 2002 Windows NT VisionMobile: In Car Mapping w/AVL: 15 Position | \$5,811.30 | \$5,811.30 |
| 1 | 24x7 Mobile Software Maintenance Renewal November 1, 2001 through October 31, 2002 Windows NT VisionMobile: Message Switch: 20 Position | \$5,940.00 | \$5,940.00 |
| 1 | 24x7 CAD Software Maintenance Renewal December 13, 2001 through October 31, 2002 Add on CAD: CAD Supervisor: 2 Position, Pro-rated | \$1,366.33 | \$1,366.33 |
| 1 | 24x7 Mobile Software Maintenance Renewal November 30, 2001 through October 31, 2002 Add on Mobile: Message Switch: 15 Position, Pro-rated | \$2,278.36 | \$2,278.36 |
| 1 | 24x7 Mobile Software Maintenance Renewal November 30, 2001 through October 31, 2002 Add on Mobile: Mobile Base Package: 25 Position, Pro-rated | \$2,865.76 | \$2,865.76 |

Subtotal \$28,641.75
Misc \$0.00
Tax \$0.00
Total \$28,641.75

Make all checks payable to: VisionAIR
If you have any questions concerning this invoice, call: The Accounts Receivable Department at 800-882-2108 X5166.
PO Box 9000 • 5601 Barbados Blvd. • Castle Hayne, NC 28429
800-882-2108 • 910-602-6190 fax • www.visionair.com



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EXHIBIT 2

City of Pembroke Pines Fire-Rescue

Memorandum

Class One Fire Department

To: Division Chief Joseph Montopoli

From: Division Captain John Picarello

Date: November 8, 2001

Subject: VISIONAIR PO

Reference: LOG-0111-224

Handwritten signatures of Joseph Montopoli and John Picarello.

Please find the attached Software Service Agreement from VISIONAIR for our Computer Aided Dispatch (CAD) System. As you are aware, this service agreement provides us with technical support and system upgrades as they become available. We have been under contract with VISIONAIR for the past 12 months and it is time to renew this contract.

Attached you will find the new Software Service Agreement. This agreement has been modified based on recommendations from Julie Klahr, our Deputy City Attorney. Julie requested that the agreement be for a specific term and not be automatically renewed. She also requested that the agreement contain an original signature of the VISIONAIR representative. Both of her requests have been complied with on the attached new service agreement.



ISO Class One Fire Department

EXHIBIT 2



**Logistics/Support Services Division
Division Chief J. Montopoli**

JM
OK
JM

To: David Donzella, Assistant Fire Chief
Sub: C.A.D. Maintenance
Date: 09/20/01
Ref: DCL 0109-090

Attached is all pertinent paperwork to execute a contract with Visionar for maintenance of our computer aided dispatch network. We will need to get approval of the attached contract, have the City Manager sign said contract, create a purchase order for \$28,641.75, create a commission agenda item and obtain commission approval to do so.

Thank you,

Pembroke Pines Fire Rescue

9500 Pines Boulevard – Building B / Pembroke Pines, Florida 33024
(954) 435-6700 / FAX (954) 435-6713




EXHIBIT 2

City of Pembroke Pines Fire-Rescue

Memorandum

Class One Fire Department

To: Division Chief J. Montopoli

From: Division Captain J. Picarello 

Date: September 20, 2001

Subject: CAD Software Maintenance Contract

Reference: LOG-0109-190

Please find the attached paperwork to renew our CAD Software Maintenance Contract with Visionair. Attached you will find two copies of the invoice along with two copies of the Service Agreement. The Service Agreement needs to be reviewed by the City Attorney and then signed. Because the total amount of this Service Agreement is over \$25,000, it is required to go before the City Commissioners.



ISO Class One Department



**PEMBROKE PINES FIRE/RESCUE
ADMINISTRATION**

**FROM THE OFFICE OF
VITO SPLENDORIO
FIRE CHIEF**

V.S.

TO: Charles Dodge, City Manager
RE: Agenda Request – Visionaire Purchase
DATE: November 8, 2001
REF: FC 0111-263

Enclosed is an Agenda Request Form and supporting documentation regarding our motion to approve purchase of VisionAire CAD software maintenance contract.

I am recommending purchase of these items and would request this be placed on the 11/20/01 agenda.

If it meets with your approval, please forward to the City Clerk's office for inclusion in their agenda.

VS/nr
FC 0111-263

Pembroke Pines Fire Rescue

9500 Pines Boulevard – Building B / Pembroke Pines, Florida 33024
(954) 435-6700 / FAX (954) 435-6713

Pembroke Pines Fire Department

9500 Pines Blvd., Bldg. B

Pembroke Pines, FL 33024

This SOFTWARE SERVICE AGREEMENT (hereinafter "Agreement") is entered into by and between **Pembroke Pines Fire Department** hereinafter "**CUSTOMER**") and **VisionAIR**, a North Carolina based company with offices located at 5601 Barbados Blvd., Post Office Box 9000, Castle Hayne, North Carolina 28429-9000.

VisionAIR shall perform maintenance services on the Licensed Software and **CUSTOMER** shall accept and pay for such services, pursuant to the terms and conditions herein provided. Licensed Software shall mean the **VisionAIR** software as described in the attached documents to this Agreement, and as such Licensed Software may hereafter be supplemented and/or updated with improvements, enhancements and modifications furnished to **CUSTOMER** by **VisionAIR**.

1. **Term.** The First Renewal term which follows the end of the Initial term shall run from the end of the Initial term through the end of **CUSTOMER'S** fiscal year. The dates of coverage for the First Renewal term and the prorated Software Service Fees described in the Renewal Quote shall be shown on the renewal invoice. Each Subsequent Renewal term, unless sooner terminated as hereinafter provided, shall run for (1) one year according to and concurrent with **CUSTOMER'S** fiscal calendar. "Initial term" as used herein refers to the (1) one year period beginning with the date the particular Module "goes Live", the cost of which is included in the contract price. "First Renewal term" as used herein refers to the period beginning with the end of the Initial term and running until the end of **CUSTOMER'S** fiscal year, the cost of which is prorated and invoiced. "Subsequent Renewal term" as used herein refers to each (1) one year period beginning with the end of the First Renewal term, the cost of each being invoiced annually. If more than one Module of Licensed Software is purchased by **CUSTOMER**, the length of the First Renewal term may differ for each Module.

2. **Automatic Renewal.** Upon expiration of each term, this Agreement shall be duration of one year starting October 1, 2001 and ending on September 30, 2002.

3. **Maintenance Service.** Upon payment of the fees listed in the Renewal Quotation, **VisionAIR** shall use commercially reasonable efforts to provide Maintenance Service for the term of this Agreement. The term "Maintenance Service" as used herein means Covered Maintenance and Billable Call Maintenance as hereinafter defined.

4. **Covered Maintenance.** The term "Covered Maintenance" as used herein means the periodic and on-call remedial maintenance **VisionAIR** deems reasonably appropriate and necessary to keep the application software functioning properly.

Covered Maintenance shall include:

Unlimited Telephone Support for the Licensed Software, utilizing a toll-free line provided by **VisionAIR**. During each term, this telephone support will be available during the hours specified in the Renewal Quotation for that particular term.

Initial fact-finding (Tier 1) support for 3rd party software embedded or used in conjunction with the application software.

Correction of documented malfunctions ("bugs") in the application software.

Assistance in installing updates and new releases of the Licensed Software on the **CUSTOMER'S** servers.

Processing **CUSTOMER'S** request for changes to the Software. A **VisionAIR** Product Manager will define the **CUSTOMER'S** request and submit it for consideration in future releases of the Software.

Support to **CUSTOMER** while **CUSTOMER** is backing up its data.

Telephone support personnel are available to answer questions related to the Software and to provide remedies for "bugs" or defects within the Software. When necessary, **CUSTOMER** will provide access to its network in order for **VisionAIR** to provide remote diagnostic services and to take corrective actions.

CUSTOMER will make available a dedicated telephone line, modem and RAS connection for use by **VisionAIR** support. Additionally, **CUSTOMER** shall, if required by the Software License Agreement and/or Minimum Hardware Specifications, maintain the necessary remote navigation software on their network (NetOp at the time of this Agreement) so that **VisionAIR** can properly access the **VisionAIR** software on **CUSTOMER'S** network. If the problem can not be resolved remotely, **VisionAIR** will, if deemed necessary,

come to **CUSTOMER's** site to correct the problem and restore the Licensed Software to functioning state.

EXHIBIT 4

5. Billable Call Maintenance. The term "Billable Call Maintenance" as used herein means services provided by **VisionAIR** that are not covered under Covered Maintenance. The rate for this service shall be \$125.00 per hour during standard business hours and \$200.00 during non-business hours (the "Billable Call Rate"). Standard Business Hours are 8 a.m. to 5 p.m. Eastern Time. Hours expended may not exceed 8 hours without written authorization by **CUSTOMER**.

6. Exclusions from Covered Maintenance. Covered Maintenance does not include:

(a) Repair of damage not caused by **VisionAIR**, including without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, telephone equipment or communication lines failure, failure of foreign interconnect equipment, or causes other than normal operation procedures.

(b) Service which is impractical for **VisionAIR** to render because of: alterations in the Licensed Software made by persons other than **VisionAIR** without receiving **VisionAIR's** prior written approval; the connection of equipment and/or Software by mechanical or electrical means to another machine or device; or the physical inaccessibility of the equipment or Software;

(c) Any repair of any damage to the Licensed Software caused by software or firmware programming that is not provided or supported by **VisionAIR** under section 4.

7. Enhancements & Upgrade Support. Covered Maintenance shall include standard upgrades and enhancements that are made to the Licensed Software. **VisionAIR** issues corrections, upgrades and enhancements to the software on an ongoing basis. **VisionAIR** will use commercially reasonable efforts to update the Licensed Software as necessary to stay compliant with State and Federal requirements for crime reporting and information access. All modifications to the Licensed Software and related Documentation will be sent to the customer on standard electronic media (**CD-ROM**) and/or be installed as an executable utilizing the RAS connection.

8. Charges to Customers:

(a) Charges for Covered Maintenance: The applicable rates for Covered Maintenance are set forth in the Renewal Quotation.

(b) Charges for Billable Call Maintenance: The hourly rate is as provided in Section 5.

(c) Charges for Travel: Upon prior written authorization, **CUSTOMER** shall pay for travel time and travel expense in connection with Billable Call Maintenance. Travel time will be charged to the **CUSTOMER** at the Billable Call Rate. Travel expense will be charged as incurred and includes tolls, parking and other out-of-pocket costs plus mileage at the then current rates. There will be no additional charge to the **CUSTOMER** for travel expense incurred in connection with Covered Maintenance.

(d) Charge for Software License Changes: All Covered Maintenance fees hereunder are subject to increase or decrease upon any change in number of concurrent user licenses or software modules licensed.

9. Changes in Charges. At least 60 days prior to the expiration of any term, **VisionAIR** may make changes to the Covered Maintenance fees and the Billable Call Rate, such changes to be effective at the commencement of the immediately subsequent Renewal term, if any. **CUSTOMER** may terminate this Agreement within sixty (60) days after receipt of notice of changed charges by giving **VisionAIR** written notice of its intention to terminate, and this agreement will terminate as of the date of expiration of the current Renewal term.

10. Payment. **VisionAIR** will invoice the **CUSTOMER** in advance for each term for Covered Maintenance. Such invoices will include pro rata charges or credits for any Covered Maintenance of Licensed Software installed or removed during the previous term and credits for Covered Maintenance charges for a particular software module(s) that were incurred prior to the "Go Live" date of such software. **VisionAIR** will invoice **CUSTOMER** for Billable Call Maintenance as incurred. **CUSTOMER** shall pay invoices for Covered Maintenance, including any invoices outstanding for maintenance in any previous term, on or prior to the commencement of any Renewal term.

11. Disclaimer of Warranty. **VisionAIR** makes no warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to the subject matter hereof, maintenance to be performed by **VisionAIR** pursuant to the terms hereof, or parts to be supplied hereunder.

12. Limitation of Liability. **CUSTOMER** agrees that **VisionAIR's** total liability hereunder shall not exceed the amount paid for Covered Maintenance by the **CUSTOMER** to **VisionAIR** attributable to the particular module(s) of Licensed Software directly involved for the three (3) months immediately preceding the occurrence giving rise to the liability. In no event will **VisionAIR** be liable for any incidental or consequential damages, including without limitation, loss of use, loss of data, loss of profit, loss of monies deposited to or

removed from equipment or any affiliated components, or liability to third parties, however by the negligence of VisionAIR or otherwise.

13. Hardware and Network Upgrades. CUSTOMER acknowledges that due to the dynamic nature of the information technology industry and frequent product replacements and/or upgrades developed independently by third party hardware and software vendors, VisionAIR has no control over the turnover of product or obsolescence of technology of third party products. CUSTOMER also acknowledges that VisionAIR develops its Network Hardware Specification Document based upon all of the third party product information available to it. Therefore, with respect to third party hardware and software, CUSTOMER shall retain the responsibility for the costs of purchase and installation of hardware and software upgrades necessary to maintain the functionality of the Licensed Software. Additionally, the accumulation of storage of records in CUSTOMER's database over an extended period of heavy use may require expanding the capacity and memory of the operating system in order to maintain performance at response times acceptable to the CUSTOMER. Subject to all of the affirmative duties and obligations of VisionAIR under this Software Maintenance Agreement, it is the CUSTOMER's sole responsibility to maintain the operating system to ensure adequate response times.

14. Force Majeure. Neither party shall be liable or deemed in default for any failure in performance hereunder resulting from any cause beyond its reasonable control.

15. Termination for Non-payment. If CUSTOMER is in default due to non-payment, and after VisionAIR has given CUSTOMER written notice and such default is not cured after 15 days then VisionAIR may terminate this agreement at any time upon written notice to CUSTOMER.

16. Notices. Any Notice, request, instruction or other document pertaining to this Agreement shall be sent to the appropriate party's address as set forth above, and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, certified mail, return receipt requested.

17. General. This Agreement shall be governed by the laws of the State of Florida. This Agreement constitutes the entire agreement between the parties hereto with respect to maintenance of the Licensed Software and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to matters set forth herein. It may be only modified by writing signed by authorized representatives of both parties. The terms and provisions of this Agreement shall prevail over any conflicting, additional or other terms appearing on any purchase order submitted by the CUSTOMER at any time.

VisionAIR



Signature

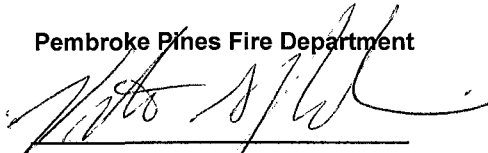
Vice President - Operations

Title

10/29/2001

Date

Pembroke Pines Fire Department



Signature

Fire Chief

Title

11/09/01

Date