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09/30/2014

**On Target Performance Systems, Inc.**  
*Specializing in Organizational Development Software Solutions*

3653 Cagney Drive Suite 201 Tallahassee, FL 32309 Phone (850) 894-6877 Fax (850) 894-3766 E-mail info@otps.com

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**ADMINISTRATIVE INVESTIGATIONS MANAGEMENT LICENSE AGREEMENT**

On Target Performance Systems Incorporated, a Florida Corporation, hereinafter referred to as "**Licensor**" has developed and is the owner of certain computer software hereinafter referred to as "**the software**" and in as much as the City of Glendale Police Department, hereinafter referred to as the "**Licensee**" wishes to obtain a license from Licensor to use the software, and Licensor is willing to make said software available to Licensee, now, therefore, in consideration of mutual covenants hereinafter contained and of other good and valuable consideration the parties do mutually agree as follows:

1. Licensor hereby licenses and empowers Licensee subject to the provisions of this Agreement to use the following described software on the computers described herein: all PCs and/or workstations residing within the offices of the Licensee. It is expressly understood and agreed that the use of the software by Licensee on any computer/terminal/workstation other than the one described herein constitutes a violation of this agreement.

**EQUIPMENT DESCRIPTION:** A Windows compatible operating system, and various compatible workstations and printers attached thereto and located at the Licensee's offices/premises

**SOFTWARE DESCRIPTION:** Administrative Investigations Management <sup>TM</sup> is a software program designed to enable clients to case manage internal investigations, document, track, and report on client created incidents, and setup an early intervention system (EIS) to alert to employees surpassing a client specified threshold for the various criteria. Licensor retains all rights to the software not expressly granted to Licensee by this Agreement.

2. Licensor agrees to provide Licensee with a site license allowing the Licensee to utilize the software on all compatible computers, terminals, or workstations located on or in the Licensee's premises. .

3. Licensee understands and agrees that a license to use the software and any amounts paid to the licensor pursuant to this Agreement are not intended to and do not fully reimburse Licensor for the full expense of developing the software and Licensee agrees that payment of any amounts pursuant to this Agreement confers upon the Licensee a non-exclusive license to use the software subject to the Licensor's proprietary rights to the same. Such license does not include the right to reproduce, publish, transfer, or license any part of the software. Licensor expressly reserves and

Licensee expressly consents that the entire right and title to the software is and shall remain the property of the Licensor and Licensor has the exclusive right to protect copyright or otherwise, to reproduce, publish, transfer, sell and distribute the software to any other customer. In the event Licensee should reproduce, publish, transfer, or license this software or parts of it to or for the benefit of any other person or entity, or in the event Licensee should use the software on any computer or workstation other than the one described herein, this license and the rights conferred upon Licensee hereunder shall immediately terminate and Licensee agrees to be liable in damages to Licensor for the software or any portion of it which is reproduced, published, transferred, sold, distributed or used in violation of this Agreement.

4. Licensor believes the software being furnished hereunder is accurate and reliable and Licensor is responsible for correcting any program errors in the original software. It is expressly mutually understood and agreed that amounts paid to Licensor pursuant to this Agreement do not include payment for any assumption of risk by Licensor and Licensor does not hereby accept any financial or other responsibility for any consequences arising out of the use of the software by the Licensee. The provisions of this paragraph apply not only to the software specifically described herein but also to any further material or modifications furnished by Licensor to Licensee.

5. Licensor recognizes that the software will be improved, appended, or upgraded from time to time and declares that it is the Licensor's intention to update the software described herein as these updates become available. The Licensor does not guarantee that updates will be developed and the Licensor reserves the right to exclude any updates to the software if in Licensor's discretion it is deemed not to be feasible. Licensor recognizes that some future regulatory body mandated modifications might arise and that those mandated changes are intended to be incorporated into the software by Licensor, however, if it is determined that these modifications are extensive it might be necessary to charge some additional amount to be agreed upon at such time. Except as stated herein, Licensor makes no agreement or commitment, expressed, or implied, relative to updating the software.

6. Licensee understands and specifically agrees that the software is intended for use only with the equipment described in paragraph 1 and further understands that the software is not necessarily compatible with any equipment other than described herein. Licensor makes no representation or warranty of any sort that the software will be compatible for use with any equipment other than that described herein. It is mutually understood and agreed that Licensor makes no representation of any kind whatsoever relative to the proper functioning of the equipment with which the software is to be used, and that Licensor has no responsibility or liability of any kind whatsoever for the proper operation of said equipment.

7. Except as provided herein, there are no other warranties, expressed or implied, including but not limited to, any implied warranties of merchantability or fitness for any particular purpose. This Agreement sets forth the entire understanding of the parties hereto and supersedes all other oral or written representations. In no event shall Licensor be liable for any consequential, incidental, indirect, or special damages of any kind upon the breach of any obligation in or arising out of this Agreement.

8. Licensee understands and specifically agrees that they will protect and safeguard the software from unauthorized use by any party and in the event that any other party has access to the software that no portion, or any media, by any means, will leave Licensee's premises.

9. Licensor reserves the right to collect from the Licensee all costs incurred for any consulting and/or software customization at the rate of \$125/hour.

10. The Licensor agrees to make available to the Licensee the software source code upon request provided that the Licensor cannot fulfill its responsibilities as per paragraphs 4 and 5 of this agreement, or if the Licensor is no longer in business. The software may not be redistributed under any conditions

11. The counterpart of this contract held by Licensor shall be considered the original and shall be the binding agreement in case of a variance in any particular between it and any other signed copy.

12. EXCLUSIONS: None

Accepted by Licensor:

David Pantel

Dr. David Pantel, President  
On Target Performance Systems Inc.

9/3/2014  
Date

Accepted by Licensee:

[Signature]

Authorized Signatory for City of Glendale Police Department

9/26/14  
Date



# On Target Performance Systems, Inc.

## Specializing in Organizational Development Software Solutions

3653 Cagney Drive #201 Tallahassee, FL 32309 Phone (850) 894-6877 Fax (850) 894-3766 website www.otps.com

### ADMINISTRATIVE INVESTIGATIONS MANAGEMENT (AIM) SOFTWARE ANNUAL TECHNICAL SUPPORT AGREEMENT

The City of Glendale Police Department (Licensee) agrees to pay On Target Performance Systems Inc. (Licensor) an annual technical support fee of thirty one hundred dollars (\$3100.00) for technical support of the Administrative Investigations Management™ (AIM) software program covering the period from 1/1/2014 TO 12/31/2014. Licensor may increase the annual fee by not more than four percent (4%) per year. The agreement will be automatically renewed each subsequent fiscal year unless Licensee notifies Licensor in writing at least sixty (60) days prior to the beginning of the Licensee's next fiscal year.

Fees paid for technical support permit the Licensee to designate a maximum of 3 employees to contact Licensor technical support personnel. Technical support is available via telephone and/or email support by Licensor from 9AM to 5PM EST Monday to Friday with same day call back if possible, next day guaranteed. The Licensee will not be charged any fee for problems not resolved via telephonic/email support and requiring on-site visitation by Licensor personnel, unless determined by Licensor that such problems are not software related. Any technical support provided, but determined to be unrelated to the software will be charged at the hourly rate of \$100 per hour plus expenses if incurred

The technical support provided includes the following:

1. Licensor is responsible for correcting or resolving any AIM™ software problems determined by the Licensor to be AIM™ related
2. Licensor provides Licensee with all AIM™ version updates as they become available. New features and/or specialty reports specifically requested by the Licensee may require Licensee to pay additional fees to be negotiated with the Licensee at the appropriate time. New features added to the software by the Licensor for general release to all AIM clients will not result in any additional charges/fees to the Licensee as they would be considered version updates.
3. Licensor provides Licensee with AIM™ software installation and update assistance if requested.
4. Licensor provides Licensee with assistance in setting up AIM™ maintenance plans if requested.
5. Licensor provides Licensee with server migration assistance if requested.
6. Licensor will provide Licensee with up to 8 hours/year of refresher remote training if requested

David Pantel  
Licensor (On Target Performance Systems)

[Signature]  
Licensee (City of Glendale Police Department)

9/3/2014  
Date

7/21/14  
Date



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## Administrative Investigations Management Internal Affairs/Early Intervention Software

### Glendale Police Department AIM Web Upgrade

<b>AIM web Software Upgrade</b>	<b>\$3,000 00</b>
<ul style="list-style-type: none"> <li>• AIM web module plugs directly in; no data conversion necessary</li> <li>• All data remains as is and is fully accessible in AIM web</li> <li>• The database resides on the agency server but AIM now will use a browser (Microsoft IE8/9/10/11 ) to access the program The new AIM web has many new features and is more customizable than the client version</li> <li>• Client server version is still used for some admin functions such as setting up user permissions and setting up early warning alert thresholds</li> <li>• This is NOT a hosted application as due to the nature of the data, all agencies prefer to have the program on their own secured server. The program still uses the agency's network and not the Internet</li> </ul>	
<b>AIM web Licensing</b>	Existing unlimited users site license
<b>AIM Training – Remote via web 3 days</b>	<b>\$2,000 00</b>
<b>AIM Software reconfiguration</b>	N/C
<ul style="list-style-type: none"> <li>• reconfiguration changes to existing configuration of various incident data fields (add new fields, remove old fields etc ) and/or other settings</li> <li>• Create new reports</li> </ul>	
<b>Optional</b>	
<b>AIM Interface</b>	<b>(\$2 500 00)</b>
Interface AIM with agency RMS system to auto import UOF etc	
<b>AIM web upgrade total</b>	<b>\$5,000.00</b>

## ADDENDUM

The City of Glendale, Arizona (“City”) and On Target Performance Systems Incorporated, Inc. (“Contractor”) further agree as follows:

**I. Conflicts.** The **Administrative Investigations Management License Agreement** and the **Administrative Investigations Management (AIM) Software Annual Technical Support Agreement** (collectively, the “Agreement”) between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes (“A R S”) § 38-511.

### **II. Immigration Law Compliance.**

- A Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A R S § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S § 23-214(A) which requires registration and participation with the E-Verify Program
- B Any breach of warranty under subsection (A) above is considered a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- C City retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under the Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above
- D City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this **Paragraph II**
- E. Contractor agrees to incorporate into any subcontracts under the Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under the Agreement the same obligations above and expressly accrue those obligations to the benefit of the City
- F Contractor’s warranty and obligations under this **Paragraph II** to the City are continuing throughout the term of the Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement

G The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**III. Governing Law** The Agreement will be governed by the laws of the State of Arizona, and venue for any legal action brought relating to the Agreement is proper only in Maricopa County, Arizona

**IV. Entire Agreement.** The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum. This **Paragraph IV** explicitly supersedes and replaces the conflicting language in **Paragraph 7** of the Administrative Investigations Management License Agreement.

**V. Addendum and Agreement Conflict** In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

[SIGNATURES ON NEXT PAGE]

