

**PROFESSIONAL SERVICES, PURCHASE AND
SOFTWARE LICENSE AGREEMENT**

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PROFESSIONAL SERVICES, PURCHASE AND SOFTWARE LICENSE AGREEMENT

1 This Professional Services, Purchase and Software License Agreement (this
2 "Agreement") is between Spillman Technologies, Inc., a Utah corporation with its
3 principal office at 4625 Lake Park Blvd., Salt Lake City, Utah 84120, ("Spillman") and
4 the City of Redding, a municipal corporation organized under the laws of the State of
5 California located at 777 Cypress Avenue, (hereinafter referred to as "City").

6 WHEREAS, City desires to procure a Public Safety Information System (the "System,"
7 as more fully defined below) including two (2) major subsystems (the
8 "Subsystems"): 1) Computer Aided Dispatch (CAD), a county-wide Message Switch
9 (MS), Mobile Data System (MDS), Records Management System (RMS), and
10 Automated Field Reporting (AFR); and 2) Jail Management System (JMS), and the
11 hardware and software components for these Subsystems ; and,

12 WHEREAS, Spillman is qualified and desires to provide the System and perform the
13 Professional Services necessary to install, implement and maintain the System;

14 NOW THEREFORE, for the considerations as set forth herein, the sufficiency of
15 which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

17 1.1 **"Confidential Information"** means any non-public information provided by
18 either party to the other in connection with this Agreement, including the
19 Software, Spillman's pricing, future product plans, trade secrets; know-how;
20 a party's non-public business and financial information; customer lists; and
21 any written materials marked as confidential and any other information,
22 including visual or oral information, which reasonably should be understood
23 to be confidential. Confidential Information does not include information that
24 a party can prove: (a) is now or later becomes generally available to the
25 public without fault of the party who received such information; (b) was
26 rightfully in the receiving party's possession prior to its disclosure by the
27 disclosing party; (c) is independently developed by the receiving party
28 without the use of any Confidential Information of the disclosing party; or (d)
29 is obtained by the receiving party without obligation of confidentiality from a
30 third party who has the right to disclose it. Additionally, the receiving party
31 may disclose Confidential Information to the extent required by a judicial or
32 legislative order or proceeding, or by any applicable federal or state open

records act or freedom of information act requirements provided that it gives the disclosing party prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

1.2 **"Custom Software Modifications"** means any modification of the Software Source Code or data base structure, which provides new or improved functions or features to address specific requirements of this Agreement.

1.3 **"Defect"** means any error, failure, deficiency, or any other unacceptable variance of the System or component to conform to the warranties described in this Agreement, including any failure to conform to the Performance and Reliability Requirements as stated in Exhibit C, that is reproducible by Spillman. With respect to the Hardware, the term "Defect" means any error, failure, deficiency or any other material and unacceptable variance from the manufacturer's documentation or warranty provided with the Hardware or as a component of this Agreement. With respect to the Software, the term "Defect" means any reproducible error, failure, or deficiency or any other unacceptable variance from any required, specified, or expected program behaviors as may be required for the Software to operate correctly and in compliance with the terms of this Agreement and the Documentation for the Software installed. Software Defects are classified as P0, P1, P2 or P3, as defined in Exhibit A, the Statement of Work.

1.4 **"Documentation"** means all written and/or electronic user and system administrator documentation for the Software provided by Spillman to the City.

1.5 **"Final System Acceptance Test Period"** means the continuous, uninterrupted ninety (90) day period of time in which the System will be used and tested by the City in a live environment in order to determine if the System meets the requirements of this Agreement.

1.6 **"Final System Acceptance"** means that date on which the System has successfully completed the ninety (90) day Final System Acceptance Test period as more fully defined in Exhibit A, Statement of Work.

1.7 **"Hardware"** means all hardware, equipment and other tangible non-Software items supplied to the City by Spillman under this Agreement.

1.8 **"Integrated Public Safety (IPS)," "IPS," and "IPS agency" or "IPS agencies"** means Shasta Area Safety Communications Agency, (SHASCOM), the Redding Police Department (RPD), the Shasta County Sheriff's Office (SCSO), and the Anderson Police Department (APD). For purposes of this Agreement, the term IPS also includes, but is not limited to, the Shasta County District Attorney's office, Child Support Services, Cal-Fire, National Park Service, Probation, Redding Fire, Shasta County Fire, Shasta County Marshal and the Shasta County Narcotics Task Force (SINTF). If the City, with the approval of the IPS Task Force Board of Directors, desires to include any additional agencies to the definition of IPS, the parties will do so by a written, signed addendum to this Agreement, specifying the agency or agencies to be added

and the license and services fees to be paid to Spillman in connection therewith. Except for SHASCOM, RPD, SCSO and APD, the City, with the approval of the IPS Task Force Board of Directors, may limit the access or rights of IPS agencies to certain parts of the System, in accordance with the terms of the Original IPS Agreement identified in Section 1.9 below, and any amendments and successor agreements to the Original IPS Agreement.

1.9 **"IPS Task Force"** means the task force established pursuant to the Agreement for the Operation of the Integrated Public Safety System dated June 4, 2013 (**"Original IPS Agreement"**), between its member agencies, which are City of Redding, the County of Shasta, and the City of Anderson, including any amendments and successor agreements to the Original IPS Agreement. The **"IPS Task Force Board of Directors"** means the Board of Directors established under the Original IPS Agreement, and any amendments and successor agreements to the Original IPS Agreement.

1.10 **"Interface(s)"** means one or more of the specialized software applications developed or sublicensed by Spillman and installed as a part of the Project for the purpose of sharing information (data) between the Software and any other software program or device. Interfaces provided as a part of the System are described in Exhibit B, Interface Descriptions.

1.11 **"Preliminary Acceptance Test Period"** means the continuous, uninterrupted 30-day period of time in which each Subsystem will be used and tested by the City in a live environment in order to determine if that Subsystem meets the requirements of this Agreement.

1.12 **"Products"** means the hardware and software items listed in Exhibit G, Pricing Summary and Detail.

1.13 **"Project"** means Spillman's obligations under this Agreement to develop, supply, install, configure, test and successfully implement the System.

1.14 **"Services"** means the implementation, development, training, configuration, loading, testing, project management and other services to be provided by Spillman under this Agreement, including, without limitation, the tasks detailed in Exhibit A, Statement of Work.

1.15 **"Software"** means the Spillman computer software program(s), and/or data, in machine-readable form only, as well as related materials, including Documentation, identified in Exhibit G, Pricing Summary and Detail or subsequently licensed by Spillman to City pursuant to the terms of this Agreement. Software also includes all Updates, Interfaces, Custom Modifications (if any) and Utilities provided by Spillman to City through the term of this Agreement and any subsequent Maintenance and Support Agreement. Software specifically excludes Third Party Software not owned by Spillman, but that might be used in conjunction with the Software, such as word processors, spreadsheets, terminal emulators, etc.

- 1.16 **“Source Code”** means the human readable form of the Software and all algorithms, flow charts, logic diagrams, structure descriptions or diagrams, data format or layout descriptions, pseudo-code, code listings (including comments), including all Documentation relating to the Source Code sufficient to enable a programmer trained in the language in which the Source Code is written to maintain and/or modify the Software without undue experimentation. Source Code does not include any Third-Party Software supplied by Spillman under this Agreement.
- 1.17 **“Spillman Application Administrator”** means an agent of the City appointed by the City, who has been certified on the Software by Spillman, pursuant to the procedures set forth in Exhibit F, Maintenance and Support Agreement, and communicates with Spillman support personnel in the description and resolution of problems associated with the System.
- 1.18 **“System”** means the collective whole of all Products to be purchased, developed, licensed, supplied, installed, configured, tested and implemented by Spillman under this Agreement and includes, without limitation, all Subsystems and Interfaces.
- 1.19 **“Third Party Software”** means the software to be supplied by Spillman under this Agreement that is purchased or licensed from any source external to Spillman for use with or integration into the System.
- 1.20 **“Updates”** means improvements, additions, and corrections to the Software and/or Documentation, including functional or product enhancements, bug fixes, patches, new product or version releases and replacement modules that Spillman makes generally available to its customers with or without an additional fee.
- 1.21 **“Utilities”** means the software utilities and tools provided by Spillman as part of the Software, including Spillman’s XML Query, ODBC interface and implementation code, ctpperl, dbdump, and dbload, as well as any other software utilities provided by Spillman in connection with the Software.
- 1.22 **“Warranty Period”** has the meaning set forth in Section 14.1

Section 2: Term of the Agreement

This Agreement is effective on the date executed by duly authorized representatives of the City and Spillman, and shall continue through the end of the one year Warranty Period unless otherwise terminated pursuant to Section 16. The term of this Agreement may not be extended except as provided in Section 17, Changes in Work.

In entering into this Agreement and performing its obligations hereunder, City acknowledges that it is acting as the agent for the member agencies of the IPS Task Force, identified in Section 1.9 of this Agreement.

1 **Section 3: Order of Precedence**

2 The following Exhibits are incorporated into this Agreement:

- 3 1. Exhibit A – Statement of Work
- 4 2. Exhibit B – Interface Descriptions
- 5 3. Exhibit C – Performance and Reliability Requirements
- 6 4. Exhibit D – Training Plan
- 7 5. Exhibit E – Project Schedule
- 8 6. Exhibit F – Maintenance and Support Agreement
- 9 7. Exhibit G – Pricing Summary and Detail
- 10 8. Exhibit H – Payment Schedule
- 11 9. Exhibit I – Source Code Escrow Agreement
- 12 10. Exhibit J – Spillman’s Proposal Documents which include;
 - 13 a. Spillman’s best and final offer received by the City on February 9,
 - 14 2016.
 - 15 b. Spillman’s response documents to the City’s letter of clarification
 - 16 request, received by the City on January 22, 2016.
 - 17 c. Spillman’s response to clarification request received by the City
 - 18 July 23, 2015. And,
 - 19 d. Spillman’s Proposal dated and received by the City on June 5,
 - 20 2015.
- 21 11. Exhibit K - The City’s Request for Proposal dated April 7, 2015.
- 22 12. Exhibit L – Shasta County Shared Agency Agreement
- 23 13. Exhibit M – City of Anderson Shared Agency Agreement

24 In the event of any inconsistency between the various documents that comprise this
25 Agreement, the order of precedence shall be as follows: (i) the Agreement, followed
26 by (ii) the exhibits to the Agreement in the order in which they appear in this
27 Section 3, Order of Precedence.

28 **Section 4: Professional Services and Third Party Products**

29 4.1 Professional Services. The professional services to be supplied by Spillman
30 under this Agreement are listed in the Statement of Work (Exhibit A) and Pricing
31 Summary and Detail (Exhibit G).

32 4.2 Third Party Products. The third party products (Third Party Software and
33 hardware) to be supplied by Spillman under this Agreement are identified in Section
34 2 and Section 3 of Exhibit G (Pricing Summary and Detail). Except as expressly

provided in this Agreement, Spillman makes no warranties with respect to such third party products, but agrees to (i) pass through to the City any warranties provided by the manufacturers of such products, to the extent permitted; (ii) provide first line support services to the City for all parts of the System, subject to the terms and conditions of the Maintenance and Support Agreement (Exhibit F), and (iii) assist the City in dealing with Third Party Software and hardware manufacturers on an as-needed basis.

Notwithstanding the Prime Contractor requirements in Section 5.1, if there is a Defect in a third party product that is part of the System, Spillman is not liable for the Defect. However, Spillman will facilitate resolution of the problem as set forth herein, including, through the date of Final System Acceptance, contacting the applicable third party vendor and working with them to obtain and install a replacement product or repair at no additional cost to the City. Through Final System Acceptance, Spillman will be responsible for ensuring that a third party product is modified or replaced where the Defect is a result of Spillman's recommended configuration that is insufficient to meet the City's requirements, as set forth in mutually agreed-upon written specifications contained in this Agreement. In such event, Spillman will provide, at no additional charge, the necessary hardware and/or software and services as may be required to achieve the performance level specified; provided that the City has disclosed all relevant information required by Spillman which is related to the proposed System solution and the City has made all changes and corrections. Spillman will not be liable for an under-configured System based on misinformation or incomplete responses from the City upon which Spillman based its configuration proposals for the City.

Section 5: Scope of Work

General requirements for the scope of this Project are listed below. A detailed list of tasks and responsibilities are included in Exhibit A, Statement of Work.

5.1 Spillman Prime Contractor. Spillman shall be the Prime Contractor for this Project through Final System Acceptance. As such, Spillman shall provide all procurement, design, development, installation, consulting, system integration, project management, training, technical and other services necessary for the successful delivery and implementation of the System, subject to City providing those materials and assistance specified in this Agreement. As a condition of Spillman's obligations relating to third party components of the System, City agrees that through the end of the Warranty Period it will maintain current support and maintenance contracts with all third party manufacturers of Third Party Software and hardware that is part of the System, including the manufacturers of the Third Party Software for which Spillman is to provide Interfaces, as listed in Exhibit B: Interface Descriptions.

Notwithstanding the requirements in this Section 5.1, Spillman shall not be held responsible for costs or project delays caused by third party vendors or

agencies not listed in the approved subcontractor list in Section 8.4 of this Agreement. Additionally, the parties acknowledge that City will provide pre-existing workstations and personal computers, network, Internet connectivity and other components that are typically supplied by the City of such a system. As set forth in Exhibit A, Statement of Work, Spillman will, through its subcontractor Solutions II, perform a network evaluation for City and will provide a report to City specifying any modifications or improvements to City's network that Spillman recommends in order for the Products to meet this Agreement's requirements. Spillman will not be responsible for issues caused by a component breaking or malfunctioning after the audit occurs, if at the time of the audit it functioned as required. Spillman's cumulative liability for any costs or damages incurred by the City arising out of or related to insufficiencies or errors in the Solutions II network audit shall not exceed the fees paid for such audit (\$24,600). System specifications are also published and made available by Spillman. Subcontractors working for Spillman on this Project will coordinate and schedule all activities through Spillman, not the City.

5.2 Access to Premises. City shall provide Spillman with reasonable and timely access to the sites and personnel reasonably necessary for Spillman to perform its obligations under this Agreement. City shall allow Spillman personnel reasonable access to the IPS site(s) and facilities (telephone, facsimile, parking, etc.) during normal business hours and at other reasonable times as requested by Spillman and pre-approved by City.

5.3 Acquisition of Products and Services. Exhibit G, Pricing Summary and Detail contains the list of the Products and Services that Spillman shall procure for, and provide, to City under the terms of this Agreement for the proper installation, operation and maintenance of the System. Products to be purchased must be ordered at a time mutually agreeable to the parties; however, City acknowledges that any delay by it in approving Product orders after Spillman's request may result in a delay to the schedule for which Spillman is not responsible. If any Product or Service (1) is missing from the acquisition list and is required for the System to meet the requirements of this Agreement; or (2) is incompatible or otherwise unsuited for use in the System, then the Product and/or Service shall be added or replaced, as applicable, by Spillman at no additional charge to the City, through the date of Final System Acceptance.

5.4 System Installation. Exhibit A, Statement of Work identifies the tasks and responsibilities related to System installation. Only qualified Spillman employees or approved subcontractors will perform the installation services for this Project. All installation services shall be scheduled at times mutually agreeable to both parties.

5.5 Training. Exhibit D, Training Plan, contains a list and description of training classes for user and system administrator training that Spillman will provide for the System. Subject to prior written consent of Spillman, the City may add

to or deduct from the total amount of training time to be provided by giving Spillman written notice prior to the affected training date. Additional training will be subject to Spillman's standard fees. Credits for training cancelled by the City are subject to Spillman's standard terms. The City will receive a one hundred percent (100%) credit for training not provided or otherwise cancelled by the City. Only qualified Spillman employees or approved subcontractors will perform the training for this Project. All training shall be scheduled at times mutually agreeable to both parties.

5.6 Training Materials. Spillman shall provide one electronic set of training materials for all training requirements. City will have the right to duplicate the training materials as reasonably necessary for the sole and exclusive use of the City.

5.7 Shipment. Items shipped via commercial carrier are FOB destination at the fixed price stated in Exhibit G, Pricing Summary and Detail. City is responsible for facility preparation (such as appropriate and adequate power, janitorial services, air conditioning, space, all electrical drops, cabling, City furnished items, security, etc.) not specified in this Agreement as being provided by Spillman, but necessary to accommodate the new equipment before, during, and after installation.

5.8 Transition. Spillman will work with the City to facilitate a smooth and efficient transition from the City's current systems to the new System and to minimize disruption to current operations. Any required disruptions to City's operations shall be scheduled in advance where feasible and approved by the City. The installation schedule will be mutually agreed by the parties.

5.9 Project Schedule. The parties will use reasonable and diligent good faith efforts to complete this Project in accordance with Exhibit E, Project Schedule. Neither party shall unreasonably delay the Project or any component thereof.

5.10 Maintenance. Spillman will provide maintenance and support services to the City with respect to the Software after the end of the one-year warranty period, pursuant to the terms of Exhibit F, Maintenance and Support Agreement.

Section 6: License and Scope of Rights

6.1 Grant of License. In consideration of the payment of the license fees set forth in Exhibit G, Pricing Summary and Detail, Spillman grants City a nonexclusive, non-transferable, perpetual (subject to termination as set forth herein) Site License for IPS to use the Software, subject to the terms of this Agreement (including the restrictions with respect to Utilities set forth in Section 13). The license shall become effective on the date the Software is installed at City's location.

City shall have the right to use all Software as may be necessary in order to (a) operate the System (b) conduct internal training and testing, and (c) perform disaster recovery, backup, archive and restoration testing and implementation as may be required in the City's judgment.

This license shall apply to all commercially available Updates and Product Replacements (if any) throughout the term of this Agreement and any subsequent Maintenance and Support Agreement(s). Subject to Section 6.4, City shall have the right to use the Software on any equipment at any facility and/or at any location within the geographical boundaries of Shasta County, California, and may make as many copies of the software as it desires to support its authorized use of the software, provided the copies include Spillman's copyright or other proprietary notices.

6.2 Ownership. Spillman's Software and all related Documentation and materials provided by Spillman are licensed (not sold) to City. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software and Documentation (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to City by this Agreement, regardless of whether City, its employees, or contractors may have contributed to the conception or development of any part of the Software or Documentation. Third Party Software provided under this Agreement is sublicensed to City and protected pursuant to the terms of this Agreement, unless a separate license for such Third Party Software is provided to the City by Spillman, and may be used only in conjunction with Spillman's Software. This Agreement does not provide City with title or ownership of the Software or any component thereof, but only a license-to-use. Spillman and its licensors specifically reserve all rights not expressly granted to City in this Agreement. City shall keep the Software free and clear of all claims, liens, and encumbrances.

6.3 Source Code Escrow Account. Pursuant to the terms of Exhibit I, Source Code Escrow Agreement, the parties have agreed to add the City as a beneficiary of its Source Code escrow arrangement. Upon general issuance of major Software Updates and/or Product Replacements to its customers, Spillman shall, within thirty (30) days, provide the escrow agent with the Source Code and Documentation for the Updates and/or Product Replacements as applicable. City may access and use the Source Code and Documentation under the provisions stated in the Source Code Escrow Agreement.

6.4 Location of Software. City shall notify Spillman in writing of any change in the location of City's primary facility where the server-based Software is installed.

6.5 City Use Only. City may use and execute the Software only for purposes specifically set forth in this Agreement.

1 6.6 **Documentation.** Spillman will provide one complete electronic version of
2 the Documentation upon execution of this Agreement. City may reproduce
3 Documentation according to City's needs for the authorized use of the
4 Software. City may not distribute any of the Documentation for use outside
5 of City's and IPS's primary places of business.

6 6.7 **Shared Agency Arrangement.**

7 (a) Spillman grants to the County of Shasta, for the use of the Shasta County
8 Sheriff's Office (SCSO), and the City of Anderson, for the use of the Anderson
9 Police Department (APD) a license to use the same copy of the Software, its
10 Documentation and other related materials, that are licensed in this
11 Agreement to City, subject to the terms and conditions of this Agreement that
12 are applicable to the City as licensee, and the Shared Agency Agreements,
13 identified as Exhibits L and M respectively. Each such agency shall sign a
14 copy of the Shared Agency Agreement as a condition of receiving such
15 license. The Shared Agency Agreement with the County of Shasta (Exhibit L)
16 shall apply to all of the constituent agencies of the County listed in Section
17 1.8, including the Shasta County Sheriff's Office, and in accordance with
18 Section 1.8 of this Agreement, the Shasta County District Attorney's Office,
19 Child Support Services, Probation, and Shasta County Fire. Notwithstanding
20 the foregoing, the parties acknowledge that the payment obligations under
21 this Agreement shall not apply to the County of Shasta or the City of
22 Anderson, except as may be otherwise expressly agreed in writing by such
23 agency.

24 (b) City and Spillman agree that City is authorized to and will act as a "Host
25 Agency" and permit each IPS agency, as a "Shared Agency," to access and use
26 the System through City, as outlined in Section 1.8 of this Agreement, subject
27 to the terms and conditions of this Agreement that are applicable to the City
28 as licensee and the Shared Agency Agreements between Spillman and each
29 IPS agency. Each such agency shall sign a copy of a Shared Agency
30 Agreement, containing the same terms as Exhibits L & M, with Spillman as a
31 condition of receiving such license. Notwithstanding the foregoing, the
32 parties acknowledge that the payment obligations under this Agreement
33 shall only apply to City, except as may be otherwise expressly agreed in
34 writing by such IPS agency.

35 **Section 7: Compensation and Terms of Payment**

36 7.1 **Compensation.** This is a fixed price, not to exceed contract. The total
37 amount of compensation to be paid to Spillman shall not exceed two million,
38 five hundred and three thousand, four hundred and twenty-three dollars
39 \$2,503,423, excluding taxes. This shall be the maximum price paid to
40 Spillman through the end of the one-year warranty period unless modified by

mutual agreement through the Change Order process described in Section 17.0, Changes in Work. Prices listed in Exhibit G, Pricing Summary and Detail, are valid through the term of this Agreement.

7.2 Terms of Payment. Upon completion of each milestone identified in Exhibit H, Payment Schedule in accordance with the requirements of this Agreement and the Statement of Work, Spillman will invoice the City for payment for the Products and Services related to the milestone in accordance with the Payment Schedule. Exhibit H sets forth the percentages and/or amount of fees to be paid by the City upon completion of each milestone. Upon receipt of Spillman's invoice, City will review the tasks, Products, and Services associated with the milestone. If it appears to the City from the then available information that the tasks, Products, and Services comply with the provisions of this Agreement, the City will pay the invoice. The City's approval of Spillman's invoices shall not be unduly withheld or delayed.

City shall pay all undisputed invoices within forty-five (45) days of receipt. Should City reject Spillman's request for payment, City will provide in writing the reasons for its rejection within twenty (20) business days of receipt of Spillman's request for payment. Authorization to invoice shall not constitute a waiver of City's right to reject the System and Services, in whole or in part, if the requirements for Final System Acceptance are not met.

7.3 Taxes. City is solely responsible for any and all taxes resulting from this Agreement and its purchase of the Products and Services described in Exhibit G, Pricing Summary and Detail (excluding taxes on Spillman's net income). It shall be the responsibility of Spillman to collect and remit applicable taxes. If the City is a tax- exempt organization, the City will provide Spillman with documentation required by the taxing authority to support such exemption.

7.4 Late Payments. If the City fails to pay any authorized invoice when due, Spillman may assess interest at one-and-one-half percent (1.5%) per month on all overdue amounts.

Section 8: Personnel

8.1 Spillman's Project Manager. Evan Nyman will be Spillman's Project Manager for the Project. In addition to the specific duties identified in the Statement of Work contained in Exhibit A, the general duties of Spillman's Project Manager include, but are not limited to: (a) project management of day-to-day project related activities, (b) acting as Spillman's point of contact for all matters relating to the Project and this Agreement and coordinating the scheduling and deployment of Spillman's resources; (c) working with the City's Project Manager to plan all Project activities and tasks; (d) meeting on-site with the City's Project Manager on a semi-monthly basis to report on Project status and resolve outstanding issues, with conference calls permitted in months where there is no on-site meeting; (e) preparing monthly status reports and submitting each status report (either directly to

the City or by uploading the status report to Workfront or a similar application where the City can access it) no later than five (5) business days prior to the next scheduled monthly meeting; (f) ensuring Spillman's tasks identified in the Statement of Work are performed in accordance with the Project Schedule; (g) facilitating meetings between the City and Spillman's executives, when scheduled or where issues need to be escalated above the project manager or Spillman's director of Project Management; (h) ensuring the City's Project Manager or designee receive necessary information through regular and called meetings, written Documentation, and formal and informal communications; (i) ensuring only competent, qualified experts from Spillman and Spillman's subcontractors are utilized on this Project; (j) responding in writing to any written request from the City within five (5) business days from the date of request; and (k) promptly responding when contacted by the City's Project Manager. In each monthly status report, Spillman's Project Manager shall identify and document any milestones missed, late deliverables, and any impediments that Spillman detects that might interfere with the successful completion of this Project in the amount of time allocated by this Agreement.

8.3 Spillman's Key Personnel. If, at any time during the term of this Agreement, Spillman is required to change the Project Manager for any reason, Spillman will replace the previous Project Manager with a new Project Manager, reasonably acceptable to the City within twenty (20) business days. Until the new Project Manager has been identified and is fully acclimated to the Project, another qualified Spillman Project Manager, or the Director of Project Management will assume the Project Manager's responsibilities under this Agreement. A change in Project Manager will not be grounds for a Change Order or other change in the terms of this Agreement or the deadlines contained in Exhibit E, Project Schedule.

8.4 Subcontracting. Spillman may not subcontract any of its obligations under this Agreement without the prior written consent of the City. The City hereby approves the following Spillman subcontractors:

Solutions II
Internetwork Experts Corporation
FairCom
Hiplink
Command Solutions
Lexus Nexus (Bair)
Accelerant Group
Fisher Interface Solutions LLC
Iyetek

Pursuant to Section 5.1, Spillman shall be the Prime Contractor and shall remain fully responsible for the performance of all obligations under this Agreement. Spillman shall also be fully responsible to the City for the acts and omissions of any subcontractor and any persons directly or indirectly

employed by the subcontractor to the same extent Spillman would be responsible for the acts or omissions of its own agents or employees. Nothing in this Agreement creates any contractual obligations by the City to any subcontractor(s).

8.5 Compliance with Work Rules. Spillman will ensure that, while they are on City premises, Spillman's personnel and subcontractors will comply with the City's working rules and policies, including the City's security procedures, provided that such rules, policies and procedures are communicated to Spillman.

8.6 Background Checks and Removal of Personnel. Prior to being allowed to perform any work on this Project, all non-City personnel assigned to the Project shall submit to and pass a background check by the City's Police Department. In addition, if, at any time, the City reasonably determines an individual is not able to effectively perform the services required by this Agreement, the City will notify and discuss the matter with Spillman in an attempt to reach a mutual resolution. However, at the City's request for good cause, Spillman shall immediately remove the individual from the Project and will use good faith efforts to replace such person with an individual mutually acceptable to both parties within 30 days of removal.

Section 9: Independent Contractor

9.1 Spillman is and shall remain an independent contractor in the performance of this Agreement. Neither Spillman nor its employees or agents shall represent themselves to be, nor shall they be, employees of City. City shall have no control over the detail, manner, or methods of Spillman's performance under this Agreement. Personnel supplied by Spillman to perform Spillman's obligations under this Agreement are not the City's personnel or agents and Spillman assumes full responsibility for their actions.

9.2 Spillman is solely responsible for paying the compensation of any personnel supplied by Spillman to perform Spillman's obligations under this Agreement. The City is not responsible for providing workers' compensation, disability benefits, unemployment insurance or any fringe benefits to these individuals, or for withholding income taxes or social security for these individuals.

9.3 Spillman shall indemnify, defend, and hold the City harmless for any applicable tax, retirement contribution, social security withholding, overtime payment, unemployment payment, or workers' compensation payment that the City may be required to make on behalf of Spillman or any employee or subcontractor of Spillman for work done under this Agreement. The City will give Spillman at least thirty (30) days prior written notice prior to making any such payments on Spillman's behalf. At the City's election, the

indemnification amount may be deducted from any balance owing by the City to Spillman.

Section 10: City Responsibilities

10.1 Project Manager/Single Point of Contact. City will appoint Lt. Bill Schueller as the City's Project Manager. This person (or his designee) will be the primary point of contact with the Spillman Project Manager. Duties and responsibilities include a) project management of day-to-day project related activities b) schedule and coordinate City resources; c) provide and/or facilitate decision-making responsibilities related to project activities and this Agreement; and (c) responding in writing to any written request from Spillman within five (5) business days from the date of the request.

10.2 Spillman Application Administrator. City will designate not less than four (4) nor more than eight (8) Spillman Application Software System Administrators (representing SHASCOM, RPD, SCSO and APD) who will be trained by Spillman to operate the Software, will be certified as set forth in Exhibit F, Maintenance and Support Agreement, and will become familiar with the information, calculations, and reports that serve as input and output of the Software.

10.2 Spillman Support Contact. City will identify in writing those personnel who are authorized to contact Spillman for support services. Spillman reserves the right to refuse assistance if the agency representative seeks assistance with respect to such basic background information or any other matters not directly relating to System implementation.

10.3 Proper Environment. City is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including housing and operating the server equipment in an environment and according to the specifications for the equipment as specified by its manufacturer.

10.4 Data Conversion Services. Spillman assumes no responsibility under this Agreement for converting City's data files for use with the Software, except as listed in Exhibit G, Pricing Summary and Detail, and detailed in a data conversion scope of work. Upon agreement on a data conversion scope of work, if any, that document shall be incorporated herein and shall become a part of this Agreement without necessity of formal acceptance by the City Council.

10.5 Improper Use. City shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software or improperly using the Software. If City discovers any such problems, it will promptly notify Spillman and use its best efforts to resolve the problem as soon as reasonably possible.

Section 11: Proprietary Protection and Restrictions

- 11.1 Third Party Access and Queries.** City will use its best efforts to not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only unless expressly authorized by this Agreement. Except as specifically authorized by this Agreement, third-party queries may be conducted solely for City's internal business purposes, City may not query the Software, or permit any third party to query the Software, for a third party's business purposes.
- 11.2 Restrictions.** City may not use, copy, modify, rent, share, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by this Agreement or in writing by Spillman. City may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.
- 11.3 Competitive Use.** City will not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.
- 11.4 No Service Bureau, Etc.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized by this Agreement or in writing by Spillman.
- 11.5 Inspection.** City hereby authorizes Spillman to enter City's premises in order to inspect the Software in any reasonable manner during regular business hours, with reasonable prior notice, to verify City's compliance with the terms of this Agreement.

Section 12: Confidential Information

- 12.1 Confidentiality Terms.** Each party shall keep confidential all Confidential Information provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes of this Agreement. Except as permitted in Section 1.1, a party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are bound to keep such information confidential. Each party shall give the other party's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.
- 12.2 Restrictions on Disclosure.** Except as permitted in Section 1.1, City will not disclose the Software, its Documentation, or any other Spillman

documentation, (i) to any competitor of Spillman, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement.

12.3 Notification. In the event of any disclosure request under the California Public Records Act for Confidential Information, the City will give Spillman ten (10) calendar days' prior notice of the disclosure and cooperate reasonably with Spillman if Spillman seeks to dispute the need for or to limit the disclosure.

Section 13: Utilities; Restrictions on Usage

13.1 Utilities. Spillman provides certain software Utilities as part of the Software. Spillman may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.

13.2 Use of Utilities. City is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. With the exception of ODBC, City is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown or damage. City is permitted to use the "write" feature of the ODBC interface to write to or modify the database; however, due to the potential for data corruption and system slowdown or damage, City agrees that it does so solely at its own risk.

13.3 Disclaimer. Spillman is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of City's or a third party's use of the Utilities other than for read-only operations (even if permitted by Spillman) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 14: Warranty and Limitation of Liability; Indemnification

14.1 Software Defect Warranty. Spillman warrants, for the benefit of the City and other direct licensees only (including the IPS agencies) that the Software is free of P0, P1 and P2 Defects and conforms in all material respects to the Documentation for the version of Software installed, from the time the first Subsystem is operational in a live environment ("go-live") until one year after the date of Final System Acceptance (the "Warranty Period"). This warranty is expressly conditioned on City's observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.

Notwithstanding the foregoing, the parties acknowledge that Defects and fixes are to be expected as a normal part of the process, particularly during the period after go-live and prior to Final System Acceptance. With respect to any Defect arising prior to Final System Acceptance, Spillman will not be in breach of this Agreement provided that it complies with its obligations to resolve such Defects as set forth in Exhibit A, the Statement of Work, and Spillman will not be liable for any damages arising out of a breach of warranty relating to Defects in the System prior to Final System Acceptance provided that it complies with its obligations to resolve such Defects as set forth in Exhibit A, Statement of Work. After Final System Acceptance and during the Warranty Period, Spillman will use all reasonable diligence in correcting verifiable and reproducible P0 and P1 Defects reported to Spillman by the City as soon as is feasible. For P2 Defects, Spillman will provide a fix or reasonable workaround that can be adopted by the City without undue trouble or inconvenience, if available, or will fix the Defect in an upcoming patch or updated release for the Software.

14.2 3rd Party Software Compatibility Warranty. Spillman will maintain and upgrade Interfaces subject to the same terms and conditions applicable to the Software per the requirements of this Agreement, and will modify and upgrade Interfaces as necessary for them to function with updated versions of the Software and with the specific version of the applicable Third Party Software designated in Exhibit B, Interface Descriptions; provided, however, that (i) Interface support and maintenance may be subject to separate support fees, as agreed in writing between Spillman and the City; and (ii) major revisions or rewrites to the source code for an Interface due to changes outside of Spillman's control, such as a change in law (except as otherwise provided in Section 14.10) or a changes in the applicable Third Party Software are not included. Any major changes to such Third Party Software will require a new custom quote for Spillman to modify the custom interface to work with the updated version of the Third Party Software. Support fees may also differ for the new version of the applicable Interface.

14.3 Documentation Warranty. Spillman warrants that, for the term of this Agreement, the Documentation for all licensed Software will be complete and accurate in all material respects.

14.4 Defect Disclosure Warranty. Spillman warrants that during the term of this Agreement, upon request of the City, Spillman will provide full disclosure to City of all known P0 or P1 Defects in the Software (as defined in Exhibit A, the Statement of Work), as well as P2 Defects that have been reported by more than one percent (1%) of Spillman's host-agency customers, not less than fifteen (15) business days prior to any Software installation at City facilities. City shall have the right to require Spillman to remedy known P0 or P1 Defects as a prerequisite to any scheduled installation and Spillman shall remedy such defects.

- 1 14.5 **System Warranty.** Spillman warrants that the System will meet or exceed
2 the Performance and Reliability Requirements stated in Exhibit C, prior to
3 Final System Acceptance. The Software shall be capable of operating fully
4 and correctly (i.e., without P0, P1 or P2 Defects, subject to the terms and
5 condition of Section 14.1 above) in conjunction with the System Hardware,
6 Interfaces and Third Party Software; provided, however, that where such
7 problem arises due to any hardware or Third Party Software, Spillman's
8 responsibilities and obligations are limited to those set forth in Section 4.2.
- 9 14.6 **Hardware Warranties.** Spillman warrants that, at the time of delivery, the
10 Hardware will be new and unused. In addition, Spillman warrants that City
11 will acquire good and clear title to the Hardware, free and clear of all liens
12 and encumbrances, effective upon delivery of the Hardware to the carrier for
13 shipment. All Hardware warranties provided by the manufacturer will be
14 passed through to City. As Prime Contractor for the Project, Spillman will be
15 solely responsible for processing, managing and re-installation of all
16 Hardware or Third Party Software warranty claims that may be necessary
17 from the date of equipment delivery through Final System Acceptance,
18 subject to the terms of Section 4.2.
- 19 14.7 **Updates Provided at No Cost.** Spillman warrants that, for the term of this
20 Agreement, Spillman will provide to City, and install at no additional cost, all
21 commercially available Updates. Spillman will notify the City of the
22 availability of each new Update before or promptly after its general
23 commercial release to other Spillman customers. The City is responsible for
24 contacting Spillman to schedule a mutually agreeable time frame for Spillman
25 to install the Update for the City. Spillman will use reasonable efforts to
26 accommodate the City's preferred timeframe for such installation, subject to
27 Spillman's previous commitments to other customers and Spillman's
28 assessment of the advisability of updating the City's Software at such time.
- 29 14.8 **Replacement Software at No Cost.** Spillman warrants that any software
30 products brought to market by Spillman to replace the Software licensed
31 under this Agreement within a ten-year period following Final System
32 Acceptance shall be free of software license fees to City. Non-Spillman
33 owned, Third Party Software is exempt from this requirement.
- 34 14.9 **Service Warranty.** During the period from go-live through Final System
35 Acceptance, Spillman warrants that it will remedy any failure, malfunction,
36 Defect or nonconformity in the System in accordance with the Defect Remedy
37 requirements as described in Exhibit A, Statement of Work, subject to the
38 terms and limitations of this Agreement.
- 39 14.10 **Services Quality Warranty.** Spillman warrants that, for the term of this
40 Agreement, and any subsequent maintenance and support agreement all
41 Services performed by Spillman and its subcontractors will conform to
42 commercially reasonable industry practices and will be performed in a
43 professional and workmanlike manner. The City will use commercially

reasonable best efforts to notify Spillman in writing of any alleged breach of this warranty within sixty (60) days of the date the Services in question were provided.

14.11 Regulatory Warranty. Spillman warrants that, for the term of this Agreement, and any subsequent maintenance and support agreement:

14.11.1 Spillman will comply with State and Federal laws and regulations pertaining to the dispatch, message switch and mobile component of the Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC); and

14.11.2 Spillman will also comply with State and Federal laws and regulations pertaining to the Uniform Crime Reporting (UCR) component of the Software or, if the state of California changes to IBR reporting and the City elects to purchase a new IBR module from Spillman, the IBR component of the Software.

If the Software requires updating in order to maintain compliance with the foregoing laws and regulations, Spillman will provide and install these changes per a mutually agreed to schedule at no additional charge to City. Spillman will use commercially reasonable efforts to provide and install said update no later than the date required by the State or Federal law or regulation affecting City. In the event City is notified of a change in State or Federal law or regulation that requires updating the Software by modifying the Source Code, City will notify Spillman of that change as soon as reasonably possible. Except as specifically provided above, Spillman reserves the right to charge additional fees for any source code modifications to the Software requested by City, whether or not mandated by law or regulation.

14.12 Warranty Replacement. In the event of a breach of any of the warranties in this Section 14, Spillman shall provide, at no additional charge, the necessary Software, Hardware, and/or Services required to attain the levels or standards contained in these warranties or, if Spillman fails or is unable to do so within a reasonable time after being notified of the warranty breach, City may terminate and seek the remedies available under this Agreement.

14.13 Limitations. Spillman is not responsible for obsolescence of the Software that may result from changes in City's requirements.

The warranties in this Section 14 shall apply only to the most current version of the Software issued by Spillman from time to time; however, issuance of Updates does not result in a renewal or extension of the Warranty Period. City shall notify Spillman of any warranty issues or breaches as soon as reasonably possible.

Spillman assumes no responsibility for the use of superseded or unauthorized versions of the Software. Such warranty also excludes non-

performance issues that result from hardware or Third Party Software malfunction or Defect (except as otherwise expressly set forth herein), City's use of the Utilities, modification of the Software by any person other than Spillman, or defects or problems that are outside of the reasonable control of Spillman.

Spillman is not responsible for any problems or errors with the Software or City's system resulting from use of the ctpertl or dbload Utilities in any manner other than read-only. City expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage City's database or cause other problems with its system.

14.14 Limitation of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

14.15 Limitation of Liability. THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO CITY FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE GRAND TOTAL AMOUNT OF ALL SOFTWARE LICENSE AND PROFESSIONAL SERVICES FEES (EXCLUDING SUPPORT AND MAINTENANCE FEES) PAID TO SPILLMAN UNDER THIS CONTRACT.

This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Spillman shall have no liability for the loss of data, it being understood that City is responsible for reasonable backup precautions.

Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or Defect in the Software if City has made any changes to the Software source code or fails to report said Defect(s) in a timely manner per the terms of this Agreement.

THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO SPILLMAN'S DEFENSE AND INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 14.18 OF THIS AGREEMENT.

14.16 Limitation of Damages. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF CALIFORNIA, NONE OF THE PARTIES TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST THE OTHER PARTY BY THIRD PERSONS OR ENTITIES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION OF DAMAGES SHALL NOT APPLY TO

SPILLMAN'S DEFENSE AND INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 14.18 OF THIS AGREEMENT (i.e., Spillman is responsible for all damages awarded to a third party in a claim for which Spillman is obligated to indemnify under Section 14.18, even if in the nature of incidental, special, punitive or consequential damages).

14.17. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

14.18. **Indemnification.** Spillman agrees to defend City against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Software, and Spillman will pay any damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle the action. Spillman will not be required to indemnify City unless (i) City promptly notifies Spillman of any such claim; (ii) City gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent City in defending the claim; and (iii) City provides Spillman with any information and assistance that Spillman reasonably requests in defending against the claim. City may, at its option and expense be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Software infringes on a third party's intellectual property rights, or if Spillman believes that it infringes, Spillman will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Software so it is no longer infringing, or to provide to City substitute software that is non-infringing; provided that if in Spillman's judgment such options are not commercially reasonable, Spillman may terminate the license for the Software or the infringing portion thereof upon written notice to City. If such termination occurs before Final System Acceptance, Spillman shall refund all amounts paid for the terminated Software; if such termination occurs after Final System Acceptance, Spillman will refund a pro rata amount of the amounts paid for the terminated Software, based upon a five year straight line depreciation from the date of Final System Acceptance. If the termination of the Software license results in a material adverse effect on the entire System, the above termination and refund requirements shall apply to all Products. Spillman will have no liability for infringement arising out of modification of the Software by any party other than Spillman, use of an outdated version of the Software, or the combination or use of the Software with any other software, hardware, equipment, product, or process not furnished by Spillman, if use of the Software alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon Third Party Software or hardware. This Section 14.16 states Spillman's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

Section 15: Insurance Requirements

15.1 General Requirements. Spillman shall obtain and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property that may arise out of or in connection with the performance of Spillman's obligations under this Agreement by Spillman or its employees, agents, or subcontractors. If Spillman subcontracts any of the services to be performed under this Agreement, then the subcontractor shall obtain and maintain this insurance as well. However, the subcontractor's insurance shall not relieve Spillman from meeting these insurance requirements or from otherwise being responsible for the subcontractor.

15.2 Insurer's Qualifications. The insurance shall be obtained from an insurance carrier admitted and authorized to do business in the State of California and shall comply with the requirements of this Section 15 as to limit, form and amount. The insurance carrier is required to have a current A. M. Best's Key Rating of not less than "A-VII".

15.3 Coverage and Limits. Spillman shall maintain the types of coverage and minimum limits indicated below, unless City Risk Manager approves a lower amount:

15.3.1 Comprehensive General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work performed under this Agreement or the general aggregate will be twice the required per occurrence limit.

15.3.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

15.3.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury.

15.3.4 Professional Liability. Spillman shall provide Errors and omissions liability insurance appropriate to Spillman's profession with limits of not less than \$2,000,000 per claim, \$5,000,000 aggregate. Coverage shall be maintained for a period of five (5) years following the end of the Warranty Period.

15.4 Additional Requirements.

15.4.1 Additional Insured. Spillman will provide blanket additional insured coverage without an endorsement.

15.4.2 Primary Insurance Endorsement. The general liability and auto insurance policies shall include a provision or endorsement that Spillman's insurance is primary insurance as respects the interest of

City, its officers, employees, volunteers, and agents and that any other insurance, risk pool membership or other liability protection maintained by City is excess to the insurance required hereunder, and will not be called upon to contribute to any loss unless and until all limits available under Spillman's and subcontractor's insurance policy/policies have been paid.

15.4.3 *Cross Liability.* Spillman's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.4.4 *Certificates of Insurance.* Prior to commencement of any work, Spillman shall furnish to City, and City shall approve, original certificates of insurance and endorsements effecting coverage for all of the policies required by this Agreement.

15.4.5 *Occurrence Coverage.* All of the insurance policies shall provide for coverage on an "occurrence" basis, except the Professional Liability policy, which may be written as "claims-made" coverage.

15.4.6 *Continuous Coverage.* All of the insurance policies shall remain in effect throughout the Warranty Period, except the Professional Liability policy, which shall remain in effect for five (5) years following the end of the Warranty Period. Spillman shall provide thirty (30) days written notice to City prior to the Spillman's cancellation or reduction of any insurance required by this Agreement. Spillman shall also notify City within thirty (30) days of receipt of notice of any cancellation or reduction in insurance as initiated by Spillman's insurance carrier.

15.5 **Failure to Obtain or Maintain Insurance.** If Spillman fails to obtain or maintain any of the insurance required by this Agreement, then City may declare Spillman in default and terminate this Agreement without further obligation or liability to Spillman. Alternatively, at City's election, City may purchase replacement insurance or pay the premiums that are due on Spillman's existing policies in order to maintain the required coverage. Spillman is responsible for any payments made by City to obtain or maintain the insurance required by this Section 15 and City may collect the premiums from Spillman or deduct the premium amounts from any sums due Spillman under this Agreement.

Section 16: Termination

16.1 **Termination without Cause.** City may terminate this Agreement at any time upon thirty (30) days prior written notice to Spillman, without cause, subject to any outstanding obligations and financial commitments of City under this Agreement.

1 16.2 **Termination for Cause.** Either party may terminate this Agreement, in
2 addition to seeking any other available remedies, if the other party breaches
3 any material term of this Agreement and does not correct such breach within
4 thirty (30) days following written notice of the breach from the other party.
5 Repudiation or failure to accept the Software without cause constitutes a
6 material breach of this Agreement. In addition to or in lieu of termination, a
7 party may seek any other remedies that may be available at law or in equity.
8

9 16.3 **Suspension of Services.** If City disputes any invoice based on an allegation
10 of default by Spillman, City must notify Spillman of the dispute within sixty
11 (60) days of receipt of the invoice. Upon receipt of such a dispute notice, the
12 parties will pursue the dispute resolution process set forth in Section 18.
13 While the parties are engaged in the dispute resolution process, for a period
14 of up to ninety (90) days from the date of the dispute notice, Spillman shall
15 not terminate this Agreement, suspend or limit Services or warranties, or
16 repossess, disable or render unusable any Software supplied by Spillman,
17 unless: (a) the parties agree in writing; or (b) a court of competent
18 jurisdiction determines otherwise. If the dispute is not resolved within such
19 ninety (90) day period, Spillman reserves the right to terminate this
20 Agreement or suspend Services, unless City pays the disputed invoices.
21

22 16.4 **Effect of Termination; Transition Period.** Upon termination of this
23 Agreement for a material contract breach or by the City pursuant to Section
24 16.1, all licenses granted to City will terminate and revert to Spillman and/or
25 its licensors, subject to the following transition terms and conditions: If
26 termination of this Agreement occurs after go-live of the first Subsystem or
27 anytime from that point forward, The City will be entitled to a reasonable
28 transition period, not to exceed thirty-six (36) months from the date of
29 termination, to give the City a reasonable opportunity to transition to a new
30 software system from another vendor that is a substitute for the Software,
31 provided that (i) the license fees for the System are fully paid up; and (ii)
32 this Agreement was not terminated by Spillman due to a material breach by
33 the City of Spillman's intellectual property rights, except where such breach
34 was committed by an individual employee or agent of the City acting without
35 the knowledge or consent of the City's management. If the Agreement was
36 terminated due to any other material breach by the City, Spillman will
37 nevertheless extend the Software license for the full transition period
38 provided that the City takes all steps reasonably requested by Spillman to
39 mitigate the effects of and prevent a repeat of the breach. During this
40 transition period, the City may continue to use the Software pursuant to the
41 terms of this Agreement. The parties shall remain liable for damages caused
42 by any breach, subject to the agreed-upon limitations of liability. Nothing
43 herein prohibits or delays Spillman from obtaining an injunction to stop the
44 City from using, distributing or copying any part of the Software outside of
45 the scope of its license and rights or from otherwise infringing or
46 misappropriating any intellectual property of Spillman. The parties waive the

1 requirement of posting a bond in connection with any request for injunctive
2 relief.
3

4 Upon completion of the transition period, the City must return or destroy, as
5 requested by Spillman, all copies of the Software in the City's possession
6 (whether modified or unmodified), and all related documentation,
7 Confidential Information and other materials pertaining to the Software
8 (including all copies thereof). The City agrees to certify its compliance with
9 such obligation upon Spillman's request. Notwithstanding the preceding, the
10 obligation of the City to comply with California law relating to the disclosure
11 and/or retention of public records is hereby reserved. If the City has any
12 outstanding undisputed payment obligations under this Agreement, Spillman
13 may accelerate and declare all such obligations of the City immediately due
14 and payable by the City as a liquidated sum and proceed against the City in
15 any lawful way for satisfaction of such sum.

16 **Section 17: Changes in Work**

17 If, in the course of performing this Agreement, Spillman or City proposes changes to
18 the Project, and informal consultation with the other party indicates that a change in
19 the provisions of this Agreement may be warranted, Spillman or City may request a
20 change in this Agreement. The changes shall be processed in the following manner:
21 Spillman will forward a letter outlining the proposed changes, including any
22 changes in the fees, and the changes proposed to the contract documents, to City.
23 The parties will meet to discuss and negotiate the requested change order
24 documents.

25 Upon completion of those negotiations, Spillman will prepare and submit the
26 negotiated change order documents to City. City will submit the change order
27 documents to the IPS Task Force Board of Directors for approval. Upon approval by
28 City and the IPS Task Force Board of Directors, an "Order to Proceed" with the
29 approved changes will be submitted to Spillman. Any change order will not render
30 ineffective or invalidate any other portions of this Agreement.

31 City's Project Manager may approve scheduling and similar administrative changes,
32 provided these changes do not affect the compensation, term, or substantive
33 provisions of the Agreement. The City's Chief of Police may approve changes in
34 compensation up to fifty thousand dollars (\$50,000.00). All other changes to this
35 Agreement shall be approved by City Council.

36 **Section 18: Dispute Resolution**

37 If a dispute arises out of or relates to this Agreement, the following procedure will
38 be used to resolve any questions of fact or interpretation. First, the parties will each
39 reduce the dispute and their respective position to writing. Each party will then
40 forward a copy of their writing to the other along with a proposed resolution.
41 Within ten (10) business days, each party will reply to the other's proposal,

commenting on the proposed resolution and offering additional suggestions for resolution, if appropriate and applicable.

If this process does not result in a mutually agreeable resolution, the writings and replies will be forwarded to the City Manager for resolution. The City Manager will consider the facts and resolutions proposed by each party and may then propose a solution to the problem, which the parties will consider in good faith. In such cases, the action of the City Manager will be the City's final position on the matter. Nothing in this procedure prohibits the parties from seeking remedies available to them at law.

Section 19: Miscellaneous

19.1 Entire Agreement. This Agreement, together with its exhibits, which are attached hereto and incorporated by reference, constitutes the complete agreement between the parties with respect to its subject matter. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.

19.2 Injunctive Relief. The City acknowledges that, in the event of its breach of any of the confidentiality terms or scope of use restrictions in this Agreement, Spillman will not have an adequate remedy in money or damages. Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

19.3 Assignment. Neither party shall assign or transfer this Agreement nor any rights or obligations there under without the express written consent of the other party, which shall not be unreasonably withheld. Any assignment attempted without the written consent of the other party shall be void. Notwithstanding the foregoing, Spillman may, upon written notice to the City, assign this Agreement to a third party in connection with a merger with the assignee party or acquisition of all or substantially all of Spillman's assets or business to which this Agreement relates.

19.4 Governing Law. This Agreement and parties' performance hereunder shall be governed in accordance with the laws of the State of California. Venue for any judicial proceedings relating to the subject matter of this Agreement shall be in either the state or federal courts in Redding, California.

19.5 Third Party Beneficiary. The parties hereto acknowledge and agree that the County of Shasta and the City of Anderson are each a third party beneficiary to this Agreement and each is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto. Except as expressly stated herein, this Agreement is not made for the benefit of any other third parties.

- 1 19.6 **Calendar Days.** Unless otherwise stated, all references in this Agreement to
2 days refer to calendar days.
3
- 4 19.7 **Headings.** The headings used in this Agreement are solely for the
5 convenience of the parties. They are not intended to affect the meaning or
6 interpretation of this Agreement.
7
- 8 19.8 **Amendments.** No amendment or modification to this Agreement is valid
9 unless it is contained in a writing signed by both parties.
10
- 11 19.9 **Approvals in Writing.** All approvals or consents required or contemplated
12 by this Agreement shall be in writing to be effective.
13
- 14 19.10 **Successors and Assigns.** This Agreement is binding on and inures to the
15 benefit of the parties and their respective successors and assigns.
16
- 17 19.11 **Publicity.** Spillman shall not to refer to the existence of this Agreement in
18 any press release, advertising or materials distributed to prospective
19 customers without the prior consent of City.
20
- 21 19.12 **Business License and Permits.** Spillman is responsible for obtaining any
22 local, state, and federal permits or approvals required for it to fulfill its
23 obligations under this Agreement.
24
- 25 19.13 **No Waiver.** Any waiver by either party of a default or obligation under this
26 Agreement will be effective only if in writing. Such a waiver does not
27 constitute a waiver of any subsequent breach or default. No failure to
28 exercise any right or power under this Agreement or to insist on strict
29 compliance by the other party will constitute a waiver of the right in the
30 future to exercise such right or power or to insist on strict compliance.
31
- 32 19.14 **Limitation of Actions.** No action, whether based on contract, strict liability,
33 or tort, including any action based on negligence, arising out of the
34 performance of services under this Agreement, may be brought by either
35 party more than four (4) years after such cause of action occurred.
36
- 37 19.15 **Notices.** Any notices required or permitted under this Agreement shall be in
38 writing and delivered in person or sent by registered or certified mail, return
39 receipt requested, with proper postage affixed, or sent by commercial
40 overnight delivery service with provisions for a receipt.
41
- 42 19.16 **Severability.** If any provision of this Agreement is held to be invalid or void
43 by any court or tribunal of competent jurisdiction, such court or tribunal
44 shall have the right to modify the provision to the minimum extent necessary
45 to make it valid and enforceable. If it cannot be so modified, it shall be
46 severed from this Agreement and all the remaining terms of this Agreement
47 shall remain in full force and effect.
48

- 1 19.17 **Force Majeure.** A party shall be excused from delays or failure to perform
2 its duties, other than payment obligations, to the extent such delays or
3 failures result from acts of nature, riots, war, acts of public enemies, fires,
4 epidemics, labor disputes, or any other causes beyond its reasonable control.
5 The parties will promptly inform and consult with each other as to any of the
6 above causes that in their judgment may or could be the cause of a
7 substantial delay in the performance of this Agreement. Either party may, in
8 its discretion, terminate this Agreement if a delay in performance by the
9 other party exceeds or is reasonably expected to exceed six (6) months
10
- 11 19.18 **Export.** In the event Spillman authorizes export of the Software in writing,
12 City may only export the Software (including any related materials) as
13 authorized by U.S. law and any other applicable jurisdiction. In particular,
14 the Software may not be exported into any country where such export is
15 prohibited by law, regulation, or governmental order.
16
- 17 19.19 **Consultants and Attorneys' Fees.** Each party shall be responsible for and
18 pay in their entirety its respective attorneys' fees, auditors and consultant
19 fees, costs and expenses in connection with the subject matter of this
20 agreement.
21
- 22 19.20 **Survival.** In addition to specific provisions that survive according to their
23 own terms, the following provisions will survive expiration or termination of
24 this Agreement: Sections 7.3, 9, 11, 12, 13.3, 14.13, 14.14, 14.15, 14.16, 14.18,
25 16.4, 18 and 19 (excluding Section 19.3). Additionally, if this Agreement
26 expires by its terms at the end of the Warranty Period, as set forth in Section
27 2, the license of the Software will also survive, including all of Section 6, as
28 well as either party's right to terminate such license, subject to the terms of
29 Section 16.

1 IN WITNESS WHEREOF, City and Spillman have executed this Agreement on the
2 days and year set forth below.

3 **CITY OF REDDING, a municipal corporation:**

4 Signature:_____

5 Print Name: Missy McArthur, Mayor

6 Date:_____

7

8 **APPROVED AS TO FORM:**

9 Signature:_____

10 Print Name: Barry DeWalt, City Attorney

11 Date:_____

12

13 **SPILLMAN TECHNOLOGIES, INC.:**

14 Signature:_____

15 Print Name:

16 Date:_____

EXHIBIT A
STATEMENT OF WORK

EXHIBIT B
INTERFACE DESCRIPTIONS

EXHIBIT C
PERFORMANCE AND RELIABILITY REQUIREMENTS

EXHIBIT D
TRAINING PLAN

EXHIBIT E
PROJECT SCHEDULE

EXHIBIT F
MAINTENANCE AND SUPPORT AGREEMENT

EXHIBIT G
PRICING AND SUMMARY DETAIL

EXHIBIT H
PAYMENT SCHEDULE

EXHIBIT I
SOURCE CODE ESCROW AGREEMENT

EXHIBIT J

SPILLMAN PROPOSAL DOCUMENTS

(Separate Documents Attached by Reference)

EXHIBIT K

CITY'S REQUEST FOR PROPOSAL

(Separate Document Attached by Reference)

EXHIBIT L
SHASTA COUNTY SHARED AGENCY AGREEMENT

EXHIBIT M
CITY OF ANDERSON SHARED AGENCY AGREEMENT

EXHIBIT A
Statement of Work

EXHIBIT A

STATEMENT OF WORK

INTRODUCTION AND PURPOSE

This Statement of Work (SOW) guides the primary activities and responsibilities related to System implementation. It documents project implementation requirements, identifies major tasks within the implementation process, sets expectations and requirements for each party, identifies the criteria by which tasks will be considered “completed” and further defines the requirements under which System acceptance may occur.

Completion of a task does not imply acceptance of any Product or Service. The City’s acknowledgement of a task completed also does not constitute a waiver of the City’s right to reject the System, in whole or in part, if the requirements for Final System Acceptance are not met.

In the event of a conflict between the Professional Services, Purchase and Software License Agreement (the “Agreement”) and this Exhibit A, Statement of Work, the terms and conditions of the Agreement shall prevail.

PROJECT OBJECTIVES

Project objectives the parties will pursue during implementation include, but are not limited to:

- Provide a comprehensive public safety solution to facilitate data management
- Provide the Products and Services necessary to enable interoperability and real-time data sharing
- Provide initial and on-going system and application administration training to ensure proper setup and the efficient use of software modules.
- Facilitate the implementation of data entry standards
- Successfully Configure, set up, and install all Products acquired under this agreement.
- Successfully complete all Services acquired under this Agreement
- Complete all requirements in order to achieve Final System Acceptance

PROJECT ASSUMPTIONS AND GENERAL RESPONSIBILITIES

Project Assumptions

- The System will be implemented in a Linux environment.
- City network is available and appropriately configured based on recommendations provided by Spillman and approved by the City during Phase 1 (see p. 5 below).
- Pre-existing hardware meets or exceeds Spillman’s current hardware recommendations, is patched per Spillman’s recommendations, and is appropriately configured.
- A TCP/IP-capable network is available for Spillman Mobile; specifically, a broadband wireless data network (3G or greater) or a similar high-speed private network. At a minimum, wireless networks should accommodate average bi-directional data rates of 256 kbit/s (kilobits per second) between the mobile client and the Spillman server.

- City obtains State user and terminal ORIs in a timely fashion.
- Third party vendors to which Spillman will build interfaces for this project will provide the required information for interface configuration in a timely manner.
- City and Spillman will provide appropriate technical and management resources to successfully complete the implementation as identified in the Agreement and this SOW.

City Responsibilities

- Maintain effective communications with the Spillman Project Manager.
- Participate in project status meetings.
- Respond to issues and concerns as communicated by the Spillman Project Manager.
- If applicable, provide Spillman with City-approved project change requests.
- Coordinate required City tasks and responsibilities with the Spillman Project Manager.
- Manage third party vendors (non-Spillman subcontractors) for which City has their software installed - software to which Spillman will build interfaces to complete the new System.
- Use best efforts to ensure City project team members have the knowledge and expertise to meet required project responsibilities.
- Provide onsite and dedicated VPN remote access as required to facilitate installation and Spillman's continued system support.
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users.
- Use best efforts to ensure management and end user personnel are scheduled and available for training.
- Maintain a log and report all Defects identified to Spillman as soon as reasonably possible.
- Provide all reasonable assistance to and cooperation with Spillman to successfully complete the project within the timelines defined in Exhibit E, Project Schedule.

Spillman Responsibilities

- Maintain effective communications with the City Project Manager.
- Participate in project status meetings.
- Act as Prime Contractor for this project and successfully complete all tasks and responsibilities described in this Agreement.
- Act as single point of contact throughout the implementation process for all project related issues as it relates to any Products or Services provided by or through Spillman for this project. This includes participating in telephone conference calls when a Spillman subcontractor has contact with the City.
- Use diligent, good faith efforts to successfully complete the project within the timelines defined in Exhibit E, Project Schedule.
- Provide a project manager to function as the liaison with City's designated project manager.

- Maintain and update the project schedule on an on-going basis. Changes to the project schedule will be by mutual agreement and pursuant to Section 18, Changes in Work.
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user Documentation per contract requirements.
- Spillman will manage communication through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate. Coordinate and schedule the delivery and installation of all Products and Services identified in Exhibit G, Pricing Summary and Detail.
- Conduct project status meetings and attend all major project events including project status review meetings every other month, project kick-off meetings, installation activities, system project team training, and Go-live activities pursuant to contract requirements.
- Facilitate the submission and approval of City change requests, where reasonably feasible.
- Provide responses and recommend resolutions to City issues.
- Manage all third party vendors contracted by Spillman.

PROJECT TASKS AND RESPONSIBILITIES

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Spillman and the City will perform their respective tasks through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Tasks may or may not be completed in the order in which they appear. Some tasks may be sequential while other tasks may be concurrent with other tasks.

Some tasks will involve 3rd party entities (government agencies, vendors, etc.) to successfully complete this project. Spillman will cooperate and use good faith efforts to work effectively with all 3rd party representatives from other vendors or government agencies as may be necessary to ensure successful Project completion.

Pre-Installation and Project Planning

Phase 1 Project Planning

Task Description

Pre-Installation and Project Planning will consist of a series of tasks and activities to help prepare the City and Spillman for the installation process. It's anticipated Phase 1 will take approximately 90 days to complete once the process begins.

Task 1 Pre-Implementation Meeting and Open House

Spillman will conduct a Pre-Implementation Meeting (PIM), which includes a project review session and three-day product demonstration.

The Project review session will include a detailed discussion of the contract documents, project timelines, goals and objectives, and roles and responsibilities of both parties. The Project review session will be designed to ensure the project managers and key personnel on both sides are familiar with the contract documents and have the same understanding of the overall scope of the project and project approach.

The PIM is expected to take one (1) day on site at City facilities.

Upon completion of the PIM, Spillman will conduct a two-day Open House consisting of a general product presentation for end users designed to promote enthusiasm for the upcoming implementation.

Upon completion of the two-day product demonstration, Spillman will present a one-day detailed technical briefing that introduces City IT staff to general technical and support issues for the System to be installed. This includes, but is not limited to, specific configurability capabilities in the Software, pre-installation issues, lessons learned from previous Spillman installations, resources and assistance available from other California Spillman installations, discussions and Q/A for System Administrators, etc. This presentation is intended to prepare City IT staff for the overall implementation process, the types and expected duration of tasks that will be assigned to the City during the implementation process, and the number and quality of resources that the City should provide in order to help facilitate a successful implementation process.

Pre-Installation and Project Planning

Phase 1 Project Planning (con't)

Task 2 Workflow and Forms Review Sessions/ Project Team Planning Session

Upon completion of Task 1, Spillman will schedule and conduct Workflow and Forms Review Sessions with each agency (APD, RPD, SCSO and SHASCOM) to identify paper forms and manual reports that can/will be eliminated by installing the new System, and the changes that will be required in forms that will remain in use after system go-live. Changes to forms that will remain in use must include specific data elements should be added, modified or deleted on each form to ensure manual operations and the Software match in format and content. This task must also include a detailed discussion/presentation and recommendations on how each agency will/should streamline work processes and adjust current staffing resources to match Software utilization. For example, the new Software may result in less workload in one area of an agency while it increases data entry workload in another. It is extremely important that each agency has sufficient time to make adjustments to workflow, forms, and resource allocation in preparation for new System operation. This task will help prepare each agency to meet those objectives.

This task must include a detailed review of workflow processes and how those processes will be addressed by the new System. The booking process must support the ability for the officer in the field to complete the initial report form(s) (i.e., Spillman's Probable Cause / Arrest Form) on the MDC/laptop in the field. Data from the MDC must be capable of being sent wirelessly (via Verizon or via 802.11 or other accessible hot spot in Shasta County) to the server where it is accessible, and automatically prefills the booking screens at the jail during intake. (Arresting officers must be able to utilize a workstation in booking area of the jail to complete forms he/she created while in the field). In the Jail, the automated workflow process shall continue, allowing the entire intake process to be fully automated (booking, fingerprint, cell assignment, etc.), free of redundant work efforts, and seamlessly allowing data entry to occur in the system without the necessity of using manual paper forms for booking intake. No redundancy of data entry shall occur between the time the initial report is taken in the field and the intake process is completed. The review will include detailed discussions, and presentations by Spillman as to how the new System will automate, eliminate the need for, or recommend continued use of manual forms currently in use including, but not limited to:

- Offense report - face page, page 2, property sheet and Narrative
- Follow-up Report Form
- Probable Cause Declaration Form –Adult
- Probable Cause Declaration Form- Juvenile
- D.A. Cover Sheet (Complaint form)
- Field Interrogation Card (FI Form)
- Missing Persons- Runaway CJIS 8568 (State of California form)
- CHP Traffic Collision Report 555 (State of California form)
- Suspected Child abuse form SS 8572 (State of California form)
- CHP 187 Form (pursuit form) (State of California form)
- DUI Arrest Report
- DUI-DRE Arrest Report (Drugs) (CHP form)
- Elder Abuse/Adult Form (State of California form)
- Admin Per Se (DUI triplicate- print at the jail) (DMV form)
- CHP Vehicle Report 180 (Stolen Vehicle/Plates Report) (State of California form)

Pre-Installation and Project Planning

Spillman will also conduct an on-site project planning session with City's project team which will include a more detailed presentation of the Spillman system. The presentation must be site specific, based on the now known project scope and include the more advanced features in the Software (i.e. configuration and workflow options, for example) that Spillman did not include in previous presentations to the City.

Task 3 Network Review and Analysis

Spillman will conduct a detailed IPS network review and analysis to identify and document pre-existing conditions that would impede Spillman's ability to successfully install and implement the System and meet or exceed contract requirements.

During this task, Spillman will examine and test the network for throughput, performance, Defects, and deficiencies of any kind that may be in need of correction, replacement or repair.

The network analysis will include the following activities:

- Network Performance Assessment
- Network Redundancy Assessment
- Network Scalability Assessment
- Documentation Assessment
- Support Procedures Assessment
- Device Level Security Assessment
- Management Assessment
- Overall Architecture Review
- Written Report (" Recommendations for Improvement ")

Deliverables

Upon completion of Phase 1 tasks, Spillman will produce a Project Planning Report that will:

- a) Document results of the workflow and forms review for each agency. Spillman will provide recommendations on forms that can potentially be eliminated and/or consolidated for each agency. Spillman will provide recommendations for forms that should remain in use after go-live occurs.
- b) Document the results of the network review and analysis. Solutions II will identify pre-existing conditions that may impede Spillman's ability to successfully install the System and meet all contract requirements. This includes any deficiencies, repairs, changes, upgrades and/or replacements that may be required to the existing IPS network(s) and/or existing equipment on which the new System will be installed.
- c) Identify and document estimated City resources and estimated time requirements for City-related tasks so the City is better prepared to assign the type of resources when necessary to do so and for what duration. This information should be based on Spillman's previous experience in installing similar systems and it should take into account the existing resources in each agency (APD, SHASCOM, RPD and SCSO). Once identified, the project

Pre-Installation and Project Planning

schedule will be updated, as necessary, at no additional cost to the City allowing the City reasonable time to make City approved adjustments identified in the report in preparation for System implementation. The goal is to help ensure the City is well aware in advance of tasks and resource requirements so as to avoid potential project delays during the implementation process. Upon request, this task will be reviewed (and updated) during the next monthly project management meeting.

Prerequisites

- Signed Agreement

Completion Criteria

Upon completion of all Phase 1 tasks and submission of the Project Planning Report, the City will review and discuss the report with Spillman. Upon approval of the report by the City, the City will issue a written "Order to Proceed" with the implementation process.

The City reserves the right to verify/validate any recommendations made by Spillman in the report and shall be the sole decision maker as to whether or not to make the adjustments recommended by Spillman.

Spillman Responsibilities	City Responsibilities
• Conduct Open House • Conduct Product Demonstrations • Conduct Forms Review • Conduct Workflow Review • Work with Solutions II to Conduct Network Analysis • Prepare and submit written report	• Assist with Open House (invites, room to conduct open house etc.) • Assist with Project Team Planning session • Assist with Workflow and Forms analysis. • IT staff to work with Spillman and Solutions II to assist in site analysis activities. • Verify completion criteria have been met.
Required Staff • Project manager • Trainer • Systems Engineer • Demo Technician	Required Staff • Staff from different agencies and expertise will be needed in all different areas. Prior to each task, Spillman will work with the City to identify specific resources that should be present and proactively involved in each activity.

Order Servers and Miscellaneous Hardware

Phase 2 Implementation

Task 1 Order Servers and Miscellaneous Hardware

Task Description

The purpose of this task is to review with the City, and order the items listed in Exhibit G, Pricing and Summary Detail under the tabs entitled "Hardware" and "Solutions II Quote Linux".

Only new and the most current Products may be provided by Spillman for this project. If any item is out of date, no longer manufactured, or for any reason determined to be unavailable or unfit for the purpose intended, Spillman will recommend acceptable replacement Products, prepare an updated Exhibit G, Pricing and Summary Detail and submit as a change order request to the City for review. Once the City has approved the change order, if applicable, a purchase order for the items will be prepared, items will be ordered and shipped by Spillman to City's location.

Items may or may not be ordered in a single purchase order. The City must preapprove the timing and list of items to be purchased to avoid premature installation and minimize loss of warranty.

Deliverables

- Delivery to City all items listed in "Hardware" and "Solutions II Quote Linux" in Exhibit G.

Prerequisites

- Receipt of "Order to Proceed" upon the successful completion of Phase 1. The City's delivery of the Order to Proceed will not be unreasonably withheld or delayed.

Completion Criteria

This task will be complete once all items have been ordered by Spillman, staged and proven to be in working order (not "dead on arrival") and received by the City without damage or reasons to reject the shipment received.

Spillman Responsibilities	City Responsibilities
• Review item list with the City prior to preparing purchase order(s) • Order items approved by the City • Provide recommended requirements for pre-existing equipment. • Review and verify receipt of equipment at City facilities	• Review item list with Spillman prior to purchase • Review and approve purchase orders • Review and verify items received meet the requirements stated herein • Verify completion criteria have been met.

Order Servers and Miscellaneous Hardware

Required Staff

- Project manager
- Installation manager
- Systems engineer

Required Staff

- Project manager
- IT personnel (as needed)
- System administrator

Order Third Party Software

Task 2 Order Third Party Software

Task Description

The purpose of this task is to review with the City, and order the items listed in Exhibit G, Pricing and Summary Detail under the tab entitled "Third Party Software".

Only new and the most current version of software may be acquired. If any item is out of date, no longer manufactured, or for any reason determined to be unavailable or unfit for the purpose intended, Spillman will prepare an updated Exhibit G, Pricing and Summary Detail and submit as a change order request to the City for review. Once the City has approved the change order, a purchase order for the items will be prepared, ordered and installed by Spillman at City's location.

Items may or may not be ordered in a single purchase order. The City must preapprove the timing and list of items to be purchased to avoid premature installation and minimize loss of warranty.

Deliverables

- Not applicable

Prerequisites

- Task 1

Completion Criteria

This task will be complete once Spillman and Customer have placed all orders for Third Party Software products.

Spillman Responsibilities

- Order Third Party Software as specified herein.
- Demonstrate to City all Third Party Software Products are complete and operational with the System installed.

City Responsibilities

- Review and approve purchase orders for Third Party Products listed in Exhibit G, Pricing Summary and Detail.
- Monitor the installation of 3rd Party Products and verify compliance with installation requirements.
- Verify completion criteria have been met.

Order Third Party Software

Required Staff

- Project manager
- Systems engineer

Required Staff

- Project manager
- System administrator
- IT personnel (as needed)

Project Schedule Review Sessions

Task 3 Project Schedule Review

Task Description

This is an on-going task to review and update, as necessary, Exhibit E, Project Schedule.

The project managers from Spillman and the City, as well as City and Spillman personnel who make decisions regarding resource allocations or scheduling will meet monthly (in person or via conference call) and review the project schedule (more frequently if changes in the project indicate changes are required).

If the parties mutually agree an adjustment in the schedule is necessary, Spillman's project manager will submit a revised schedule to the City for review and approval. Once approved by the City, the parties will execute a change order to update Exhibit E, Project Schedule. Any schedule changes that occur will be a part of the monthly project status reports provided by Spillman's project manager.

Deliverables

- Final project schedule and ongoing updates as required

Prerequisites

- As required by changes that occur in the project

Completion Criteria

- Not applicable; On-going task

Spillman Responsibilities

- Maintain an updated project schedule for the duration of the project.
- Submit changes for approval by City
- Prepare change orders as required to keep contract documents up to date as the schedule changes.
- Ensure personnel who can make resource allocation and scheduling decisions participate in Project Schedule reviews

City Responsibilities

- Ensure personnel who can make resource allocation and scheduling decisions participate in Project Schedule reviews

Project Schedule Review Sessions

Required Staff

- Project manager
- Training coordinator

Required Staff

- Project manager
- System administrator
- Department supervisors (as needed, for approving the schedule)

Develop Data Entry Standards

Task 4 Develop Data Entry Standards

Task Description

City is responsible for developing data entry standards and policies based on training and advice received from Spillman, to ensure users enter data correctly and in conformity with quality assurance expectations.

During PIM, Spillman will provide and explain sample data entry standards. City will need to revise (with assistance from Spillman) the sample standards to meet its specific needs. Once standards have been established, City will formalize the policy as standard operating procedure for data entry tasks.

Spillman will incorporate the data entry standards into end user training. City must complete this task prior to end user training. Spillman is not responsible for project delays due to City not completing this task in a timely manner. Spillman will provide sufficient knowledge and information so the City fully understands the scope of this effort, the resources necessary for each agency to successfully complete this task in the time allocated. City is not responsible for project delays due to Spillman's deficiencies in providing sufficient and/or accurate information or not adequately preparing the City for this task.

Deliverables

- Spillman-supplied sample data entry standard
- Final, City-defined data entry standards

Completion Criteria

This task will be completed after the City develops formal data entry standards that Spillman can incorporate into end user training.

Spillman Responsibilities

- Provide sample data entry standards
- Explain data entry standards
- Provide sufficient knowledge and information so that City fully understands the scope and resources

City Responsibilities

- Revise sample standards form to meet City's needs
- Create formal policies and standard operating procedures to guide data entry tasks

Develop Data Entry Standards	
required to successfully complete this task.	• Verify completion criteria have been met.
Required Staff • Project manager • Lead trainer	Required Staff • Project team

Web Based Map Training

Task 5 Web Based Map Training

Task Description

City must prepare its GIS data for the Spillman geofile and then build the Spillman geofile database. Prior to training, City will collect current map data for assessment. Spillman will send City a document to guide City in the collection of this data. A Spillman GIS trainer will assess the current map data and provide feedback on ways to improve the quality of the data for use in the Spillman geofile.

During this time, Spillman's GIS trainer will also instruct City's personnel responsible for building the geofile on how to build and update the maps for use in the Spillman applications. After training, City is responsible for building the geofile. Spillman will remotely provide additional assistance, as needed.

Deliverables

- Map data collection guide
- GIS modification recommendations
- Remote assistance as needed

Prerequisites

- Existing City map files

Completion Criteria

This task will be complete after Spillman concludes the initial onsite map build training.

Spillman Responsibilities	City Responsibilities
• Provide map data collection guide • Assess current map data • Provide feedback on ways to improve quality of map data • Provide map build training • Provide remote assistance during City's map build activities	• Collect current available map data • Attend map training • Build geofile per Spillman's specifications • Verify completion criteria have been met.
Required Staff • Trainer (GIS)	Required Staff • System Administrator • GIS Department

Install and Configure Server Hardware and 3rd Party Software

Task 6 Server Hardware and 3rd Party Software Installation

Task Description

After City receives the equipment ordered in Tasks 1 and 2 above, Spillman's systems engineer, working with City IT personnel, will install the equipment at City site(s), and configure the operating system and 3rd party software. The systems engineer will also help the City configure the GIS server to accommodate Esri® Network Analyst for routing and closest unit dispatching capabilities.

Deliverables

- Equipment installed and configured

Prerequisites

- Addresses for servers and VPN identified
- Server location, equipment, and supply of power provided

Completion Criteria

This task will be completed when Spillman has installed and configured all hardware and 3rd party software, conducted initial tests of the equipment, remedied Defects according to task 15 of this Statement of Work, established connectivity to Spillman headquarters and demonstrated the hardware and software to be properly installed and operational.

Spillman Responsibilities	City Responsibilities
• Install all 3rd party hardware and software including the Linux server and operating system at City site(s) • Configure database storage space allocation • Conduct initial tests of the equipment and correct any problems or deficiencies and remedied Defects according to task 15 of this Statement of Work • Establish connectivity to Spillman headquarters	• Facilitate installation of Linux server • Set up disaster recovery solution • Configure network • Assist with establishing connectivity to Spillman headquarters • Verify completion criteria have been met.
Required Staff • Project manager • Systems engineer	Required Staff • System administrator • IT department

Install, Test and Debug Core Spillman Software

Install, Test and Debug Core Spillman Software

Task 7 Install, Test and Debug Core Spillman Software

Task Description

After installing the servers and configuring the operating system and database storage, Spillman's systems engineer will install the Spillman Core Software on all equipment provided by Spillman and on all pre-existing equipment. ("Core Software" is defined as the standard application software products owned by Spillman and licensed to the City excluding Interfaces and Custom Modifications). The systems engineer will configure the database environments and create the initial administrative user accounts.

Spillman will provide the City with Mobile and Spillman client applications. Spillman is responsible for installing the client application on the mobile and desktop computers.

Deliverables

- Installation of all Core Software listed in Exhibit G, Pricing Summary and Detail

Prerequisites

- Task 6

Completion Criteria

This task will be complete when Spillman has installed all core Software, created the training user accounts and administrative accounts, performed initial tests and remedied Defects according to task 15 of this Statement of Work in the Software installed.

Spillman Responsibilities	City Responsibilities
• Install core Software listed in Exhibit G • Configure databases (live and training) • Create administrative user accounts • Create training user accounts • Initiate installation of external interfaces • Install Spillman client application on PCs • Install Spillman Mobile client application on mobile computers • Remedied Defects according to task 15 of this Statement of Work	• Assist Spillman during the installation process. • Bar Code devices for property (3 agencies) • Install Spillman Touch on smartphones and tablets • Verify completion criteria have been met.
Required Staff • Systems engineer	Required Staff • IT personnel • System administrator

Develop, Test, Debug and Install Custom Interfaces

Task 8 Develop, Test, Debug and Install Custom Interfaces

Task Description

During this task, Spillman will develop, test and debug the Custom Interfaces in accordance with the specifications stated in Exhibit B, Interface Descriptions. Custom Interfaces to be developed under this task include:

1. Redflex Interface
2. JALAN Citation Export Interface
3. Cogent Interface
4. GTL Visitation Export

Deliverables

- Development, Installation, configuration, testing and remedy of Defects according to task 15 of this Statement of Work
- Prepare Documentation for the interfaces listed above

Prerequisites

- Methods of connectivity defined
- Contact information for all third party vendors

Completion Criteria

This task will be complete when Spillman has installed the custom Interfaces listed above, has remedied Defects according to task 15 of this Statement of Work and all Custom Interfaces are working correctly and in accordance with contract requirements

Spillman Responsibilities	City Responsibilities
• Review Custom Interface specifications with City prior to start date of development process • Complete development of Custom Interfaces and Documentation • Install, test and remedy Defects according to task 15 of this Statement of Work. Install and Implement Custom Interfaces in a live environment; provide assistance as may be required to meet contract requirements.	• Review Custom Interface Specifications • Identify and notify Spillman of any deficiencies, problems or adjustments necessary to the Specifications • Conduct testing of interfaces as requested by Spillman and as determined by the City to verify each Custom Interface will work according to contract requirements. • Verify completion criteria have been met.
Required Staff • Systems engineer	Required Staff • IT personnel • System administrator

Task 9 Install, Test and Debug Standard Interfaces

Task Description

During this task, Spillman will install, test and debug all Interfaces identified in Exhibit G, Pricing Summary and Detail (custom and standard) and described further in Exhibit B – Interface Descriptions. This includes:

1. AVL Interface (mobile; includes compatibility w/AirTrak AVL devices)
2. CLETS/NCIC Interface (Spillman's State Link and Mobile State Link Interface)
3. Coplogic Interface
4. DL Scanning Interface
5. ECARS Interface
6. E911 Interface
7. Emergency Reporting Interface
8. Evidence Barcoding Interface
9. Keefe Interface
10. Master Time Clock Interface (Spillman will sync the Spillman server to the master time clock, but will not configure other devices outside of the Spillman server to this clock.
11. Paging Interface (Hiplink)
12. ProQA Interface
13. SWITRS Interface
14. SWITRS Interface

SWITRS interface to include the ability to submit CHP reports electronically when CA is ready for SWITRS to accept data electronically and as long as CHP doesn't make changes to their current planned scope. Final System Acceptance will not be withheld or delayed if CA still isn't ready to accept SWITRS data electronically or if CA so recently became ready that Spillman has not yet had a reasonable amount of time to develop the functionality of electronically submitting SWITRS data.

15. VINE Interface

Deliverables

- Installation, configuration, testing and remedy of Defects according to task 15 of this Statement of Work in all interfaces listed above (Functionality to be provided by Spillman for each interface is described in Exhibit B, Interfaces Description).

Prerequisites

- Methods of connectivity defined and contact information for all third party vendors

Completion Criteria

This task will be complete when Spillman and City have tested all Interfaces included in the Agreement, remedied Defects according to task 15 of this Statement of Work, and all

Develop, Test, Debug and Install Standard Interfaces

Interfaces are installed and working correctly in accordance with contract requirements.

Spillman Responsibilities	City Responsibilities
• Design and develop each Interface in accordance with the requirements of this Agreement and as described in Exhibit B, Interfaces Description. • Design, develop, test and debug as necessary to ensure each Interface is free of software Defects prior to placing each interface in a production environment • Update interface and system Documentation, as required by the Agreement	• Review w/Spillman the functional requirements for each Interface • Assist Spillman as may be required to obtain the necessary involvement and assistance from third party entities to facilitate this task ▪ Test each interface in accordance with mutually agreeable test plans and contract requirements. ▪ Verify completion criteria have been met.
Required Staff • Project manager • Systems engineer • Development (programmers)	Required Staff • IT department • Applicable third party vendors • System administrator

Provide and Install Software on Tablet Devices

Task 10 Provide and Install Software on Tablet Devices

Task Description

During this task, Spillman will provide twelve (12) tablets, and twelve (12) printers and all necessary software for use by motor officers of IPS agencies for preparing traffic violations and System access. Spillman will install software on tablet devices. Printer installation in motor units is the responsibility of the City.

Deliverables

- Twelve (12) tablets, twelve (12) printers and peripheral equipment and software as necessary for System operation.

Prerequisites

- Equipment related to this task has been ordered and received at a time mutually agreeable to both parties.

Completion Criteria

This task will be complete when all twelve tablets and printers have been delivered to City.

Spillman Responsibilities	City Responsibilities
• Order equipment related to this task • Installation and configuration of software on the devices • Train motor officers on how to use the Spillman Traffic Forms	• Provide motor vehicles for the installation of printers • Installation of printers and peripheral equipment (if any) • Ensure personnel attend training • Verify completion criteria have been met.
Required Staff Project Manager Technical Resources as required	Required Staff City IT Department and 3rd party installers, if necessary

System Admin Training

Task 11 System Admin Training

Task Description

During this task, Spillman will conduct the following system administration training courses:

- Specialist Spillman application administration (3 days)
- Module-specific administration training, as appropriate

System administration training includes training to set up, enter, and administer the operational and administrative code tables. Following training, City will be responsible for entering code tables. City must enter data before user training begins. Spillman will provide training on user/group setup, including granting system privileges. Additionally, City should have a good draft of its data entry standards. During this training, Spillman will work with City to review and finalize the data entry standards. Following training, City will be responsible for formalizing data entry standards. This task must be complete before user training begins.

Deliverables

- System administration training per contract requirements.

Prerequisites

- Spillman application installation
- Project team training
- City completion of data entry standards

Completion Criteria

This task will be complete when Spillman has completed all system admin training required by the Agreement.

Spillman Responsibilities	City Responsibilities
• System administrator training • Module administration training • Code table setup training	• Provide properly equipped location • Ensure personnel attend training • Finalize data entry standards • Enter code tables • Verify completion criteria have been met.
Required Staff Trainers as Required Technical Staff as Required	Required Staff TBD

Task 12 Pre-Go Live Software Testing

Task Description

At City location, Spillman and City will conduct pre-go live tests on all Software. Spillman will provide City with its standard tests but should City desire to do so, City can develop additional, mutually agreeable tests and scenarios as deemed reasonably necessary to ensure the Software operates correctly, without Defects as defined in task 15 of this Statement of Work and in accordance with the Spillman Documentation.

Pre-Go Live Software Testing will not begin until all Software has been installed, all tables and configuration files have been properly prepared and completed and the Software has been properly configured and all P0-P2 Defects have been remedied according to task 15 of this Statement of Work. Once these conditions have been met, Spillman must certify to the City, in writing, that the Software is ready and fully prepared for the pre-go live tests.

With Spillman's assistance, City will conduct functional tests to verify that commands work as intended, and that each module and all interfaces function according to contract requirements.

In the process of testing the Software, City will also test specific commands to determine whether the command executes the intended function in the manner expected, the command generates the appropriate acknowledgement message, information transfers correctly, and the commands generate the appropriate error message(s) when input incorrectly.

During pre-go live Software testing, Spillman and City will track whether requirements pass or fail a test, classifying requirements that test as a "Failure." If a deficiency or Defect as defined in task 15 of this Statement of Work is identified, it will be documented and Spillman will correct the deficiency or remedy the Defect per task 15 of this Statement of Work. Once a correction is installed, Spillman and City will retest the item identified as a deficiency or Defect to verify it passes the test. City may conduct additional tests as reasonably necessary to ensure the remedy provided did not negatively impact or create potential problems in other System components.

Deliverables

- Spillman standard functional tests

Prerequisites

- Spillman application installation
- System Administration training

Completion Criteria

This task will be complete when all Software has completed the tests described above and remedied Defects according to task 15 of this Statement of Work or a mutually agreeable plan to remedy said Defects has been approved by the City.

Pre-Go Live Software Testing	
Spillman Responsibilities	City Responsibilities
• Provide standard functional tests • Work with City to review and agree upon additional tests and scenarios • Conduct module testing with City and track results • Correct deficiencies and remedy Defects per task 15 of this Statement of Work following each test	• Review standard Spillman functional tests • Create additional tests and scenarios, if desired • Conduct functional testing with Spillman and track results • Re-test any corrections made by Spillman • Verify completion criteria have been met.
Required Staff • Project manger • Trainer • Technical resources as necessary	Required Staff • Project manager • Project team • End users (as needed)

Follow Up Map Training and Final Map Setup Training

Task 13 Follow-up Map Training and Final Map Setup Training

Task Description

Spillman GIS trainers will conduct multiple (as needed) training sessions to review the geofile map build and direct the necessary GIS modifications. These trainers will identify areas where the maps could be improved and assist City with any issues or problems it is experiencing.

Prior to Go-live, Spillman will conduct a final review session to assess the condition of City map data and ensure it is complete and accurate in all respects to ensure the City map will be fully functional and operate correctly according to contract requirements in all respects with the capabilities of the Spillman Software, and ready for go live. City will identify any deficiencies that may interfere with the correct operation of the System with the map data provided by the City. If the deficiency is Spillman's responsibility, Spillman will remedy the deficiency prior to go-live. If the deficiency is the City's responsibility, the City will determine the best course of action to remedy the deficiency prior to go-live if it is possible to do so.

Go-live will not occur until both parties are confident the System will operate correctly and completely with the Spillman Software and free of P0-P2 Defects defined in task 15 of this Statement of Work. Any exceptions to this requirement must be in writing and approved by the City.

Deliverables

- GIS professional services (consulting)
- Final map review

Prerequisites

- Spillman application installation
- System administration training
- Significant progress on City map build

Completion Criteria

This task will be complete when the final map is prepared, verified by the City to work properly and correctly, and ready for go live.

Spillman Responsibilities	City Responsibilities
• Provide map build assistance to City • Assist with final map review and go live preparation	• Map build and GIS modifications • Perform final map review • Verify completion criteria have been met.
Required Staff • Trainer (GIS)	Required Staff • GIS department • System administrator

Conduct End User Training

Task 14 Conduct End User Training

Task Description

Spillman will conduct end user training as listed in Exhibit G, Pricing Summary and Detail and per contract requirements.

Deliverables

- End user training

Prerequisites

- Functional testing completed
- Interfaces installed and configured

Completion Criteria

This task will be complete when Spillman has provided all end user training required by the Agreement.

Spillman Responsibilities	City Responsibilities
• Provide end user training per contract requirements	• Provide training facilities and equipment • Ensure appropriate personnel attend each training class • Verify completion criteria have been met.
Required Staff • Trainers	Required Staff • All employees (end users)

Cutover to Live Operations

Task 15 Cutover to Live Operations

Task Description

Spillman trainers will be onsite to assist City with cutover to live operations (Go-live).

Cutover will not occur until P0-P2 Defects defined in this section have been remedied according to remedy classification stated below and Spillman has certified in writing that the System is complete and fully prepared for the go live process.

It is anticipated the first Subsystem to go-live will be CAD/MS/MDS/RMS/AFR. The second Subsystem to go live will be JMS. Cutover to live operations may include one or more Subsystems and the order may vary at the discretion of the City after consultation with Spillman. On the day of cutover to live operations, Spillman will facilitate a Go-live kick-off meeting to review and ensure all pre-go live tasks and contract requirements have been completed, and City personnel are prepared for pre and post-cutover roles. After cutover, Spillman's trainers will assist City personnel with initial live database entry, providing guidance and training as needed. The trainers will troubleshoot live database problems that may arise and make minor configuration modifications as City makes initial database entries and enacts entire work processes in the live environment. Spillman's project manager and trainers will hold meetings with City project team, as needed, to discuss concerns and issues that arise.

City's system administrators, project team, and other "supervisory users" shall be present to provide guidance to City personnel needing additional assistance. City personnel are free to ask questions. The system administrators, project team, and other supervisory users should report issues and concerns they encounter to Spillman's trainers and project manager, who will incorporate the issues and concerns into daily meetings and one-on-one training.

Defect Classification

For purposes of go-live and the acceptance process (Tasks 15, 17, 18 and 19), Defects identified in the System, if any, will be classified and prioritized as follows:

Priority Level 0 (P0) Defect

A Priority Zero Level (P0) Defect is a failure to meet Product Specifications that results in:

- The entire Spillman Application or a core Spillman component (i.e., Hub, RMS, CAD, JMS, Mobile) goes down

Priority Level 1 (P1) Defect

A Priority One Level (P1) Defect is a reproducible Software Defect that fails to meet Product Documentation that results in:

- Inability to use a module within a System Component
- Material Data Loss
- Data Corruption
- Productive use is prohibited i.e., A call taker can't enter or process a call, a user cannot save a RMS accident report
- Two or more dispatch workstations lock up intermittently

Cutover to Live Operations

- Unit recommend function has been configured correctly but does not work correctly
- The user cannot produce a UCR report with correct calculations

Priority Level 2 (P2) Defect

A Priority Two level Defect (P2) is any reproducible Software Defect that significantly and negatively impacts the City's operations and fails to meet Spillman Documentation. Both parties will work together in good faith to reasonably determine if a Defect is to be classified as a P2 Defect.

To clarify, a P2 Defect is a Defect more severe than a P3 Defect (as described below), and less severe than a P1 Defect (as described above).

Examples include:

- CA 555 form crashes when deleting a page
- System privileges not being enforced properly
- StateLink (CLETS) transactions resulting in errors returned by the state/county message switch
- Interface creates duplicate name records
- Saving incident report doesn't start workflow properly
- Inability to create involvements
- Geocoding error when running an intersection or alias
- Agency partitioning fails to partition records per the user documentation

Priority Level 3 (P3) Defect

A Priority Three Level (P3) Defect (mainly cosmetic in nature) is any reproducible Software Defect that fails to meet Product Documentation and does not impact the City's operations in a substantial way.

Examples include:

- Configuration issues that can be corrected by the City
- Data integrity issues that must be addressed by the City;
- A misspelled word in the header of a report or in a help file
- Help file errors
- Documentation errors
- Graphical user interface cosmetic errors that can be corrected in a future release
- Minor variances in text where the Software functionality does not match the Documentation but the error does not confuse the user or provide conflicting instructions
- A print button doesn't work but the user can still print without opening or closing multiple windows or losing data or rebooting the system.

Cutover to Live Operations

During the term of this Agreement, Spillman warrants that it will remedy any failure, malfunction, Defect or nonconformity in the System in accordance with the Defect Remedy requirements stated below.

With respect to the Initial Response commitments set forth below, Spillman will use its best efforts to maintain a 95% or better Initial Response time for P0 level items and 90% for P1 and P2 level items during the Final System Acceptance Test Period. Isolated and/or infrequent failures to meet the Initial Response time commitments shall not constitute a breach of the Agreement.

Spillman shall not charge the Customer for resolving any Defects.

P0 Defects

Spillman warrants that Spillman will respond and remedy P0 Defects as follows:

- Customer shall have access to Spillman support services on a 24x7 basis. After hours charges will not apply.
- Initial Response: a Spillman support representative shall either answer Customer's initial telephone call to Spillman's support center, or contact Customer in response to such call within sixty (60) minutes if Customer leaves a message.
- Spillman's support representative(s) shall provide a continuous flow of communication to the City regarding the diagnosis and remedy of the P0 Defect.
- If the Spillman support representative is unable to resolve the P0 defect, the representative will escalate issues through a calling tree to involve additional resources with the expertise needed to resolve the Defect, including Customer Service and Development Management personnel.
- When a P0 marker is added to Customer's account, notification of the P0 defect will be emailed to Spillman's Executive Vice President of Customer Services, Executive Vice President of Engineering, Technical Services Department Director, and Development Manager.
- Spillman will use commercially reasonable efforts to resolve the Defect as soon as is feasible after notice of the P0 Defect is received from Customer. If a Software fix is required (i.e., source code revisions), Spillman will use commercially reasonable efforts to provide an Error Correction within 2 business days after receiving notice of the Defect from Customer, unless a longer response period is authorized in writing by Customer. Spillman will notify Customer of the current status every business day.

P1 Defects

Spillman warrants that Spillman will respond and remedy P1 Defects as follows:

- Customer shall have access to Spillman support services on a 24x7 basis. After hours charges will not apply.
- Initial Response: a Spillman support representative shall either answer Customer's initial telephone call to Spillman's support center, or contact Customer in response to such call within four (4) hours if Customer leaves a message.
- Spillman's support representative(s) shall provide a continuous flow of communication to the City regarding the diagnosis and remedy of the P1 Defect.

Cutover to Live Operations

- If the Spillman support representative is unable to resolve the P1 defect, the representative will escalate issues through a calling tree to involve additional resources with the expertise needed to resolve the Defect, including Customer Service and Development Management personnel.
- Where a Software fix is not required, Spillman will use commercially reasonable efforts to resolve the Error within 30 days after notice from Customer, unless a longer response period is authorized in writing by Customer. Where a Software fix is required, Spillman will use commercially reasonable efforts to provide an Error Correction or otherwise resolve the problem within 30 days after receiving notice of the Error from Customer, unless a longer response period is authorized in writing by Customer. Spillman will notify Customer of the current status every other business day.

P2 Defects

Spillman warrants that Spillman will respond and, with the City's agreement as to remedy, remedy P2 Defects with one of the following:

- Spillman will provide a fix for the Defect;
- Spillman will supply a reasonable workaround that can be adopted by the City without undue trouble or inconvenience;
- Spillman will commit to fix the Defect in an upcoming release, provided that the City agrees that that resolution is acceptable (consent not to be unreasonably withheld); or
- City agrees that it will not require the fix or workaround for that particular issue as a condition to Final System Acceptance.

Additionally, Spillman agrees with respect to P2 Defects:

- Customer shall have access to Spillman support services on a 24x7 basis, subject to applicable after-hours charges.
- Initial Response: a Spillman support representative shall either answer Customer's initial telephone call to Spillman's support center, or contact Customer in response to such call within six (6) business hours if Customer leaves a message.
- Spillman's support representative(s) shall communicate with the City regarding the diagnosis and remedy of the P2 Defect.

P3 Defects

Spillman warrants that Spillman will respond and remedy P3 Defects as follows:

P3 Defects will not be a reason to withhold Subsystem Preliminary Acceptance or Final System Acceptance so long as the Defect does not significantly and negatively impact the City's operations. If any of these conditions exist, the P3 Defect(s) causing the problem(s) will be identified by the City in writing and Spillman will reclassify the P3 Defect(s) as P2 Defects and provide the applicable remedy or resolution as required by the Agreement and this SOW.

For any P3 Defects that are not reclassified as P2, Spillman may, at its own discretion, correct P3 Defects in a future software release.

Deliverables

Cutover to Live Operations

- Trainers onsite for Go-live

Prerequisites

- Completion of all previous tasks

Completion Criteria

Go-live will occur in phases to be determined by the City after consultation with Spillman. Completion of "go-live" will occur when the last Subsystem is fully operational in a live environment.

Spillman Responsibilities	City Responsibilities
• Facilitate Go-live kick-off meeting (first day of Go-live) • Work with the City to help determine the best approach to the go-live process including the phased approach of Subsystem go-live • Assist with initial live database entry • Observe operations and troubleshoot live database problems • Remedy all Defects pursuant to the requirements herein • Provide on-site resources for each Subsystem go-live as may be necessary to ensure each Subsystem go-live is completed with minimal disruption to staff and meets all requirements of the Agreement. • Make minor modifications as needed • Work one-on-one with individuals	• Ensure appropriate personnel attend Go-live kick-off meeting • Provide guidance to individuals who need extra assistance • Relay issues and concerns to Spillman • Maintain a log of reported Defects, status and resolution. • Verify completion criteria have been met.
Required Staff • Project manager • Systems engineer • Trainers	Required Staff • Project manager • All employees (end users)

Perform Site Audit and Analysis

Task 16 Site Audit

Task Description

Three weeks following cutover to live operation, a Spillman trainer will be onsite to observe how City personnel are using the System. The trainer will be available to answer any follow up questions and provide additional training to enhance user capabilities, showing the users alternative ways to use the System.

Deliverables

- Onsite analysis and training for up to three days

Prerequisites

- Go-live operations

Completion Criteria

This task will be complete after the Spillman trainer has conducted the site audit and analysis.

Spillman Responsibilities	City Responsibilities
• Answer follow up questions • Show users alternative ways to use the system	• Communicate questions or concerns • Verify completion criteria have been met.
Required Staff • Trainer	Required Staff • Applicable staff

Subsystem 30 Day Preliminary Acceptance Test Period

Task 17 Subsystem 30 Day Preliminary Acceptance Test Period(s)

Task Description

Each Subsystem shall have a specific go-live date and 30-day Preliminary Acceptance Test Period in a live environment (some may run concurrent at the discretion of the City).

Each Subsystem must be complete in all respects prior to go-live, including completion of all related Interfaces and Custom Modifications, if any. All Subsystem Documentation must be current with the version of Software installed as a prerequisite to entering each 30 day Preliminary Acceptance Test Period.

City will sign off on Preliminary Acceptance for each Subsystem when the following conditions have been met:

- Each Subsystem must complete 30 consecutive days of live operations without a P0 or P1 Defect. All P0 and P1 Defects (if they occur) must be remedied to meet product specifications.
- In the event a P2 Defect occurs, Spillman will respond and, with the City's agreement as to remedy, remedy with one of the following:
 1. Spillman will provide a fix for the Defect;
 2. Spillman will supply a reasonable workaround that can be adopted by the City without undue trouble or inconvenience;
 3. Spillman will commit to fix the Defect in an upcoming release, provided that the City agrees that that resolution is acceptable (consent not to be unreasonably withheld); or
 4. City agrees that it will not require a fix or workaround for that particular issue as a condition to Final System Acceptance.

All P2 Errors must be corrected or a mutually agreeable resolution or plan to resolve all P2 errors must be developed to achieve Subsystem Preliminary Acceptance.

P3 Defects will not be a reason to withhold Subsystem Preliminary Acceptance so long as the Defect does not significantly and negatively impact the City's operations. If any of these conditions exist, the P3 Defect(s) causing the problem(s) will be identified by the City in writing and Spillman will reclassify the P3 Defect(s) as P2 Defects and provide the applicable remedy or resolution as required by the Agreement and this SOW.

Spillman understands and agrees that successful completion of a Subsystem 30 day Preliminary Acceptance Test Period will only result in "preliminary" acceptance of that Subsystem, contingent upon Spillman achieving Final System Acceptance.

Spillman also understands and agrees that successful completion of a Subsystem 30 day Preliminary Acceptance Test Period does not constitute a waiver of the City's right to reject the System, in whole or in part, if the requirements for Final System Acceptance are not met.

Subsystem 30 Day Preliminary Acceptance Test Period

Deliverables

- Completion of each Subsystem 30 day Preliminary Acceptance Test Period
- Remedy Defects as required by the Agreement and this SOW.

Prerequisites

- Cutover to live operations for each Subsystem

Completion Criteria

This task will be complete when each Subsystem has successfully completed the 30 day Preliminary Acceptance Test Period in an operational environment and Defects have been remedied as required by the Agreement and this SOW.

Spillman Responsibilities	City Responsibilities
• Assist the City as necessary to help facilitate a successful Preliminary Acceptance Test Period for each Subsystem • Remedy Defects as required by the Agreement and this SOW	• Monitor Spillman System • Log Defects with appropriate detail • Verify completion criteria have been met.
Required Staff • Project manger • Technical Services/Development staff as needed	Required Staff • Project manager • Project team

90 Day Final System Acceptance Test Period

Task 18 90 Day Final System Acceptance Test Period

Task Description

The System shall have a specific, mutually determined start date for the 90-day Final System Acceptance Test Period. The start date will not occur until all Subsystems have successfully passed their respective 30-day Subsystem Acceptance Test Period.

The System must be complete in all respects according to prior to the start date of the 90-day Final System Acceptance Test Period, including completion of all related Interfaces and Custom Modifications.

No System components will be omitted from the 90-day Final System Acceptance Test Period, unless written approval has been obtained from the City.

Spillman is not required to be on site during the 90 day Final System Acceptance Test period unless reproducible P0-P2 Defects as defined in Task 15 surface that Spillman cannot correct via VPN connection. If Spillman must come on site to remedy reproducible Defects due to no fault of the City to meet the requirements for Final System Acceptance, Spillman must do so at no additional cost to the City.

Deliverables

- Corrections or City-approved workarounds to remedy Defects per contract requirements

Prerequisites

- Cutover to live operations

Spillman Responsibilities	City Responsibilities
Responsibilities • Successfully complete the requirements for Final System Acceptance as stated in the Agreement and this SOW.	Responsibilities • Monitor Spillman System • Log Defects with appropriate detail • Verify completion criteria have been met. • Provide Final Acceptance notification to Spillman in writing upon successful completion of all contract requirements.
Required Staff • Project manger • Technical Services/Development staff as needed	Required Staff • Project manager • Project team

Final System Acceptance

Task 19 Final System Acceptance

Task Description

The purpose of this task is to conduct a review of all contract requirements, verify Spillman has successfully completed those requirements, and process Spillman's request for Final System Acceptance.

On successful completion of Task 19, Spillman will submit a written request to the City for written authorization to close out the project. Spillman and the City will meet to review and verify that all contract requirements have been completed. If any items have not been completed, Final System Acceptance and final payment will be withheld until there are no items outstanding and all conditions have been met.

In order for Spillman receive written Final System Acceptance from the City, the following conditions must be met:

1. The System must be complete in all respects according to contract requirements and operate in a live environment for a minimum of 90 consecutive days without a P0 Defect or for a minimum of 45 consecutive days without a P1 Defect. If a P0 or P1 Defect occurs during the 90-day Final System Acceptance Test Period, the test period will terminate. Spillman will remedy the Defect(s) according to the requirements of this Agreement, and when the City has been notified the repair has been successfully completed, the 90-day period will restart anew for P0 Defect remedies, or the 45-day period will restart anew for P1 Defect remedies. This process will continue until the System operates in a live environment without recurrence of a P0 Defect for a period of not less than 90 consecutive days and without recurrence of a P1 Defect for a period of not less than 45 consecutive days.
2. The system must be complete in all respects according to contract requirements and operate in a live environment for a minimum of 45 days without a P2 Defect. In the event a P2 Defect occurs, the 45 day clock will pause until Spillman has remedied the Defect according to the requirements of this Agreement. *All P2 Errors must be corrected or a mutually agreeable resolution or plan to resolve all P2 errors must be developed in order to meet the requirements for Final System Acceptance.*
3. P3 Defects will not be a reason to withhold Final System Acceptance so long as the Defect does not significantly and negatively impact the City's operations. If any of these conditions exist, the P3 Defect(s) causing the problem(s) will be identified by the City in writing and Spillman will reclassify the P3 Defect(s) as P2 Defects and provide the applicable remedy or resolution as required by this Agreement.
4. No System components will be omitted from the 90 day Final System Acceptance Test Period unless written approval has been obtained from the City. The City has the right to determine whether any System components are excluded from the 90 day Final System Acceptance Test Period. Final System Acceptance will not be withheld for aspects of the project which cannot be objectively measured.
5. Upon completion of the Final System Acceptance Test Period, City will notify Spillman in writing of its acceptance of the Software. If Spillman has not received City's written acceptance by the end of the Final System Acceptance Test Period, Spillman may so notify City and request a final acceptance. If City does not respond

Final System Acceptance

to that request within five (15) business days with a written notice, then City will be understood to have given Final Acceptance and Spillman may submit the final invoice for payment.

During the Final Acceptance Period, City and Spillman shall be permitted to negotiate the completion of final acceptance, should both parties mutually agree to modifications, negotiated terms, or other concessions.

The City will not unreasonably withhold or delay Final System Acceptance. Performance issues with the City network, waiting on the state, and other items outside of Spillman's control will not be a reason to withhold Final System Acceptance.

Deliverables

- Successful completion of all applicable contract requirements for Final System Acceptance.

Prerequisites

- Successful completion of Task 18

Completion Criteria

This task will be completed when Final System Acceptance Terms outlined above have been met.

Spillman Responsibilities	City Responsibilities
• Successfully complete all applicable contract requirements for Final System Acceptance.	• Verify successful project completion • Process Spillman's request for Final System Acceptance when all contract requirements have been met.
Required Staff • TBD	Required Staff • Project manager

Exhibit B: Interface Descriptions

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CA E-CARS Plus Interface

Summary

Spillman's CA E-CARS Plus Interface is an upload of data to the CA E-CARS Plus online system. The interface prepares required ECARS data and creates import data files on the server. An option is given to download the import data set when all the files are ready for submission. The interface is triggered when a user runs the caucr report and selects the option for downloading the import data set.

Description

The California E-CARS PLUS UCR Import Creation Interface is an extension of the Spillman Law and Arrest interfaces which allows for the collection of all E-CARS PLUS data elements. The interface consists of a UCR Incident screen and 4 detail screens for Offenses, Offenders, Victims and Property and a UCR Arrest screen. The main incident is added through the Spillman Law screen and then the details are added through the UCR Interface by clicking the **UCR** button on the Spillman Law screen. Use the UCR Arrest screen to collect arrest data for UCR reporting in E-CARS. The majority of the arrest data is collected in the standard Spillman Arrest and Offense screens. A **UCR** button on the Arrest or Non-Custody Booking screens gives access to the UCR Arrest screen. The UCR Arrest Interface compiles the E-CARS encodings of the information allowing the specification of the BCS offense to be reported for the arrest. Basic E-CARS data element validations are imposed as the data is entered for both incidents and arrest in the UCR interface.

Once data has been entered, the E-CARS Import Creation screen (caucr) is then used to summarize the data and create the import data files on the server and an option to download the import data set is available when all the import data files are ready for submission. Importing the data into E-CARS then follows the steps provided in the E-CARS product documentation.

Requirements

General

- The Spillman system module for IBR must be enabled.
- Law incidents should occur at a CA address.
- The user's agency should be a CA agency.
- UCR data collection guide lines should be used when entering the UCR data.

Hardware

- A Linux or Windows server that is approved by Spillman Technologies, Inc. and is running the Spillman software.
- Any peripheral devices required for creating submission files (such as hard disk drives and tape drives). These devices must be installed and working before the Spillman Installation technician installs the Spillman software.

Software

- Spillman 6.1 or greater
- All supported Spillman 6.1 or later OS platforms
- Spillman Hub module
- Spillman Law Enforcement Records Management module

Documentation

- Spillman California E-CARS PLUS Import Creation Interface manual (including user and administration information).

User Information

Enter the basic Law incident information in the Spillman Law screen. Then click the **UCR** button to bring up the UCR interface to enter Offenses, Offenders, Victims, and Property. Stolen and recovered properties require separate UCR records to record the two different loss statuses. Enter both incident offenses and incident offenders first and then the victim information. Victim and Offender records are only need for crimes against persons and robbery. Property records should be added for all incidents involving theft and arson.

Enter the arrest information in the Spillman system available to your agency. Include arresting agency, arrest date, arrest type, arrest disposition, and offenses. The offenses should include the statute code and Spillman offense code. Link the offenses to the appropriate law incidents using the **Related Incident** field. An appropriate arrest clearance and date should be recorded on the related incidents in the UCR Incident screen.

For each reporting agency, create a record in the caucr screen. The current month and year the agency is generating a report for is stored in their agency record. All interactions for creating and retrieving an E-CARS import data set are accomplished using this screen. Run the report and view the results using the **View** button. Clean up the data problems listed in the report output. Next reject the bad report results and run the report again. When the report is clean of errors, download the import data set from the server to an empty folder on your machine. Then follow the directions provided by the state to import the data files into E-CARS. When this is done, you can select the **NextRpt** button on the caucr screen for your agency record to begin the report generation process for the next reporting period.

SAA Information

The tblaw code table should have the California State statute codes entered.

The nmtbrace should have the race codes for E-CARS entered.

The jlardisp and jcardisp need a code for each of the E-CARS Law Enforcement Dispositions.

Using the UCR interface requires sypriv entries for ucrinfo, ucrincident, ucrarrest, ucrvictim, ucroffender, ucroffense, ucrproperty and caucr.

California code translations should be setup in trjlardp, trjlarty, trlwdisp, trnmethn, trnmntyp, trnmrace, troff, trprucr, trstats, trvhtyp, and trardisp translation tables for all reportable codes.

Maintenance Information

The Arrest UCR data entry works best with a current list of State statute codes entered into the tblaw code table. The agency can maintain this table. The State statute code to BCS code mappings are provided by the state and distributed with the product patches. Cooperation from the State is required for Spillman to maintain the State statute code to BCS code mappings.

- Spillman Hub and Law Records Management module

Coplogic Interface

Summary

Spillman's Coplogic Interface can accept XML over a socket connection, HTTP web service or fetch XML file(s) from an SFTP server or a shared directory. This is a one way interface from Coplogic to Spillman. The XML Incident data from Coplogic is imported into Spillman's law incident table. Spillman's API (DEx) provides the agency with the ability to set up incident/case numbering so that Coplogic incidents can have a different format than traditional law records.

Description

Transfer your agency's CopLogic's DeskOfficer Online Reporting System (DORS) records to Spillman. The DORS is designed to interface directly with records management systems and print formatted reports that are suitable for filing alongside police officer written reports.

To create Spillman records, the interface receives XML data from the third-party software and imports it to the designated Spillman data fields. If fields in the third-party software are not mapped to the Spillman software, then the information in the third-party fields can be included in the Comments field in the Spillman record. This is accomplished through the third-party software by including unmapped information in the comments XML tag of the XML file.

The SAA will work with the Spillman Installation System Engineer to setup and configure this interface.

Requirements

General

- This interface uses the DEx webapp. CopLogic pushes their data over to Spillman via a socket connection. DEx will be setup to accept incoming connections from CopLogic. This interface will work on all Spillman-supported operating systems Hardware

Software

- Software requirements for using the CopLogic software and interface apply.
 - Spillman version 4.6 or higher
- Coplogic Bridge Server Required

Evidence Barcoding

Summary

Spillman's Evidence Barcoding Interface is a real time, one-way interface from Evidence Barcode device to Spillman. The interface is triggered by the scan of a barcode. The evidence barcode number is auto-populated into Spillman from the scanning device.

Description

The Evidence Bar Coding Interface adds bar coding capabilities to the Evidence Management module. You can print barcode labels and scan those labels to track evidence easily. The Evidence Auditing Interface lets you use a portable, handheld bar code reader to inventory and audit the evidence room and to move evidence to new locations.

Requirements

General

- The Spillman software must be loaded on a Spillman-approved hardware platform, as outlined in current Spillman policies.
- Spillman technicians must have direct modem access to the server where the Spillman software is loaded.
- Installation will be done over the support modem.

Hardware

- TCP/IP network connection to the server, within 15 feet of the PC workstation
- 10/100 baseT auto-detecting Ethernet Hub
- Etherlite serial port server (Spillman will purchase initial Etherlite only.)
- Serial cable connection the barcode printer to the Etherlite serial port server
- Static IP address for the Etherlite serial port server
- Power source available for Etherlite and barcoding hardware (4 outlets withing 15 feet of the PC workstation)
- PC workstation available at Evidence hardware checkpoint
- HP laser network printer nearby for printing labels
- Printer available at PC workstation for printing forms and reports (optional)

Barcoding and Audit hardware (Spillman will purchase initial hardware only)

- Label Printer (with 1 roll of ribbon and labels)
- PC keyboard scanner
- Portable scanner with batteries

- Docking station with power supply

Software

- Spillman Evidence module
- Device drivers for the two-port Etherlite Serial Port Server

Drivers License Scanning

Summary

Spillman's DL Scanning Interface is a real time, one-way interface from the DL scanning device to Spillman. The interface is triggered by the scan of a driver license which reads data from the magnetic strip or the barcode to auto populate fields in Spillman Mobile. Fields that transfer depend on the state but generally include Name, Driver license Number, DL Expiration Date, Address, Phone Number, Date of Birth, Sex, Weight, Height, Eye Color, and Hair Color.

Description

Scan a driver license and automatically populate Mobile search screens with the driver's name, date of birth, address, physical description, and a driver license identification number. A scan instantly queries your local database as well as state and National Crime Information Center (NCIC) databases. Data gathered from a driver license is also available to quickly pre-fill and complete field reports. The module is compatible with both bar-coded and magnetic stripe driver licenses.

Requirements

General

The Mobile software (version 4.5 or greater) must be loaded on a Spillman-approved hardware platform, as outlined in current Spillman policies.

Hardware

The following devices are compatible with the Mobile driver license scanning system:

Magtek Mini Swipe Reader (USB) HID

Reads magnetic stripes only.

Plug and play device.

Approximate Price: \$85

http://www.magtek.com/products_V2/card_readers/mini/usb/standard_configurations.asp

SymbolTech DS 6707

Reads 2D barcodes only. Only compatible in Mobile 4.6+

Approximate Price: \$275-300

[http://www.motorola.com/Business/US-](http://www.motorola.com/Business/US-EN/Business+Product+and+Services/Bar+Code+Scanning/Bar+Code+Scanners/General+Purpose+Scanners/DS6707-DP_US-EN)

[EN/Business+Product+and+Services/Bar+Code+Scanning/Bar+Code+Scanners/General+Purpose+Scanners/DS6707-DP_US-EN](http://www.motorola.com/Business/US-EN/Business+Product+and+Services/Bar+Code+Scanning/Bar+Code+Scanners/General+Purpose+Scanners/DS6707-DP_US-EN)

E-Seek M-250

Reads magnetic stripes and 2D barcodes.

Approximate Price: \$370

http://www.e-seek.com/product_m250.asp

* Recommended for agencies that need mag-stripe and bar code capabilities

POSH MK5-K9

Reads magnetic stripes and 1D and 2D barcodes

Approximate price: \$415

<http://www.poshmfg.ca/Products/New/K9.html>

Honeywell Granit 1910i

Reads 2D barcodes only.

Approximate price: \$450

<https://www.honeywellaidc.com/en-LA/Pages/Product.aspx?category=industrial-barcode-scanner&cat=HSM&pid=granit1910i>

Honeywell 4600g (discontinued)

Reads 2D barcodes only.

Approximate Price: \$500

http://www.handheld.com/Site.aspx/na/en/product_center/hardware/?product=35

* Recommended for bar code only states. (Specifically those states using the *Aspen* commercial vehicle inspection system, such as Indiana and Washington state.

Xenon 1900

Reads 2D barcodes only. Only works in Mobile Patch 1208 or newer

Approximate Price: \$350-\$500

<http://www.honeywellaidc.com/en-US/Pages/product.aspx?category=Area%20Imager&cat=HSM&pid=1900>

L-Tron 4910LR

Reads 2D barcodes only.

Approximate Price: \$449.95

<http://www.l-trondirect.com/Honeywell-4910LR-Next-Gen-Area-Imaging-Scanner-p/4910lr-151-ltrk.htm>

L-Tron 4810LR

Reads 2D barcodes only.

Approximate Price: \$449.95

<http://www.l-trondirect.com/4810lr-153-ltrk.html>

Code Corp Code Reader 2.0 and 3.0

Reads 2D barcodes only.

Approximate Price: \$300-500

<http://www.codecorp.com/cr3.html>

* Requires Bluetooth model and Windows XP. Not compatible with Vista.

Panasonic Mobile Data Wireless Display (MDWD) w / Integrated Magnetic Strip Scanner

Reads magnetic stripes only.

Approximate Price: \$2000

<http://catalog2.panasonic.com/webapp/wcs/stores/servlet/ModelDetail?displayTab=O&storeId=11201&catalogId=13051&itemId=96321&catGroupId=12871&surfModel=Toughbook-WirelessDisplay>

Panasonic U1 Ultra-Mobile Computer w / Integrated Barcode Scanner

Reads 2D barcodes only

Approximate Price: \$3000

<http://www.panasonic.com/business/Toughbook/ultra-mobile-rugged-toughbook-u1-UMPC.asp>

Panasonic U1 Ultra-Mobile Computer w / Integrated Magstripe Barcode Scanner

Reads both Magnetic strip and 2D barcodes

Approximate Price: \$3400

<http://www.panasonic.com/business/Toughbook/ultra-mobile-rugged-toughbook-u1-UMPC.asp>

StateLink California (CLETS)

Summary

Spillman's CLETS interface is a two-way interface with CLETS that occurs in real time and is triggered by user action in the software. This interface is accomplished via a web service. A list of available transactions is included below.

Description

This document covers the StateLink protocol interfaces and available transactions for the state of California (CLETS). An agency wanting to connect directly to CLETS must get approval from the California Department of Justice. Generally, an agency is required to use their county connection to access CLETS.

Requirements

General

The transactions listed below encompass every type of transaction currently available through StateLink in California (CLETS). New transaction are custom work and will take time to be added.

If an agency is establishing a new connection with Spillman, the CLETS Upgrade Application packet must be submitted to and accepted by the DOJ before the StateLink installation. This process can take 3–6 months, so it is recommended that this be started early.

Hardware

Typical hardware requirements are needed for StateLink and can be found in the Spillman Hardware Recommendations document.

Software

The following list outlines the software specifications for StateLink in California (CLETS):

- StateLink Version: 2.0
- Executable: StateLinkCLETS.war
- Operating System: AIX, Linux, Windows
- Communications Protocol: CLETS
- Message Type: CLETS Text, NLETS Text
- NCIC 2000 Standard: Yes
- Mnemonic Pooling: Yes
- Displays Images in Returns: No
- Voiced Responses: Yes

- Highlighting: Yes
- Import to Spillman: Yes
- Requesting Unit Auto Forward: No
- Hit Alerts: No

The following transactions are included in the California (CLETS) StateLink package:

Available Transactions			
Transaction Type	Screen Name & Description	Spillman Command Line Access	Message Keys Sent
Administrative	Administrative Message by ORI	AM	AM, AML
	CA Admin Message by Dest	CAM	CAM
	Free Form Entry	FREE	FREE
	Query Hazardous Material	MQ	MQ
	Query ORI	QO	QO
	Query ORION	TQ	TQ
	Hit Confirmation Request	YQ	YQ
	CA Hit Confirmation Request	YQCA	YQ
	Hit Confirmation Response	YQ	YR
	CA Hit Confirmation Response	YRCA	YR
Articles	Clear Article	CA	CA, CAA
	Enter Article	EA	EA, EAA
	Locate Article	LA	LA, LAA

Available Transactions

Transaction	Screen Name &	Spillman	Message Keys Sent
	Modify Article	MA	MA, MAA
	Query Article	QA	QA, QAB, QAH, QAK, QAM
	Cancel Article	XA	XA
Boats	Query Boat Registration	BQ	BQ
	Clear Boat	CB	CB
	Enter Stolen/Stored/Repo Boat	EB	EB, EBR, EBRL, EBS
	Locate Boat	LB	LB
	Modify Boat	MB	MB, MBA
	Query Stolen Boat	QB	QB
	Cancel Boat	XB	XB
Criminal History	Query CHRI by Free Form	AQ	AQ
	Query CHRI by State ID	IQ	IQ
	Query CHRI by Name	FQ	FQ
	Query CII RAPS by Name	QHA	QHA
	Query CII RAPS by Misc Number	QHN	QHN
	Query CII RAPS by CII Number	QHY	QHY
	Query NCIC III History	RQH	R.QH
	Query NCIC III RAP	RQR	R.QR
Driver License	Query Driver By Name	DNQ	DNQ

Available Transactions

Transaction	Screen Name &	Spillman	Message Keys Sent
	Query Driver License	DQ	DQ
	Query CA Driver License (Num.)	ID	ID
	Query CA Occupational License	IL	IL
	Query CA Driver License (Name)	IN	IN
	Query Driver History	KQ	KQ
	Query Canada Driver License	UQ	UQ
Gun	Enter Gun	EG	EG
	Locate Gun	LG	LG, R.LG
	Modify Gun	MG	MG
	Query Gun	QGB	QG, QGB, QGC, QGG, QGH, QGHX, QGM, QGMX, QGK
	Cancel Gun	XG	XG
Missing Person System	Enter Missing Person	EMP	EMP
	Enter MP Identifiers	EMID	EMID
	Enter Missing Suspect	EMS	EMS
	Enter Missing Person Vehicle	EMV	EMV
	Locate Missing Person	LMP	LMP
	Modify Missing Person	MMP	MMP
	Modify Missing Person Desc	MMPD	MMPD

Available Transactions

Transaction	Screen Name &	Spillman	Message Keys Sent
	Modify MP Identifiers	MMID	MMID
	Modify Missing Suspect	MMS	MMS
	Modify Missing Suspect Desc	MMSD	MMSD
	Modify Missing Vehicle	MMV	MMV
	Query CA/NCIC Missing Person	QM	QM
	Query NCIC Missing Person	RQM	R.QM
	Cancel Missing Person	XMP	XMP
	Cancel Missing Suspect	XMS	XMS
	Cancel Missing Person Vehicle	XMV	XMV
Protection/ Restraining Order	Enter Restraining/Protective	ERO	ERO
	Enter RO/Violation Message	EVM	EVM
	Modify RO/Violation Message	MVM	MVM
	Modify Restraining/Protective	MRO	MRO
	Query Restraining/ Protective	QRR	QRR, QRR1, QRRH
	Query Restrained Person	QRP	QRP
	Serve Restraining/Protective	SRO	SRO
	Cancel Restraining/Protective	XRO	XRO
Vehicles	Clear Vehicle	CV	CV, CVA
	Enter Stolen/Felony Vehicle	EV	EV, EV-A, EV-F, EV-P, EVF, EVF-A, EVF-F, EVF-P

Available Transactions

Transaction	Screen Name &	Spillman	Message Keys Sent
	Enter Stolen/Lost/Found Plate	EVL	EVL1, EVL1-L, EVL2, EVFL, EVLE
	Enter Stored/Impounded/Repo	EVS	EVS, EVSH, EVSH-Z, EVR
	Query CA Registration	IV	IV
	Locate Vehicle	LV	LV, LVA
	Modify Vehicle	MV	MV, MVA
	Query Vehicle	QV	QV
	Query LoJack	LE	LE
	Query Registration by Name	RNQ	RNQ
	Query Vehicle Registration	RQ	RQ
	Query Snowmobile Registration	SQ	SQ
	Query Canada Registration	XQ	XQ
	Query Aircraft Registration	GQ	GQ
	Locate License Plate	RLL	R.LL
	Enter Stolen Vehicle Part	EVPR	EVPR
	Cancel Vehicle	XV	XV
Wanted	Clear Wanted Person	CW	CW
	Enter Wanted Person	EWR	EWR
	Query Wanted Person	QW	QW
	Locate Wanted Person	LW	LW

Available Transactions			
Transaction	Screen Name &	Spillman	Message Keys Sent
	Modify Wanted Person	MWR	MWR
	Query State Warrant	SWQ	SWQ
	Cancel Wanted Person	XW	XW
Sex and Arson	Query Sex and Arson	QSA	QSA
	Enter Sex and Arson	ESA	ESA
	Update Sex and Arson	USA	USA
Supervised Release File	Query Supervised Release	QVC	QVC
	Enter Supervised Release	EVC	ECA, EYA, EPR, EFR, ECR, ERC, ESV
	Enter Contact Message	LCA	LCA
	Modify Supervised Release	MVC	MCA, MYA, MPR, MFR, MCR, MMH, MRC, MSV
	Cancel Supervised Release	XVC	XVC
Identity Theft	Enter Identity Theft	EID	EID
	Modify Identity Theft	MID	MID
	Query Identity Theft	QID	QID
	Cancel Identity Theft	XID	XID
Super Queries	Query DL/SRF	CU01	IN, QVC
	Query DL/CII/SRF	CU02	IN, QHA, QVC
	Query Reg/Vehicle by License	CU03	IV, QV
	Query Reg/Vehicle by VIN	CU04	IV, QV

Available Transactions			
Transaction	Screen Name &	Spillman	Message Keys Sent
	Query AFS/APS/WPS/CARPOS/SRF	GPW	QGH, QAN, QW, QRR, QVC
	Query APS/WPS/CARPOS/SRF	PW	QAN, QW, QRR, QVC
	Query AFS/APS	GP	QAN, QGH
	Query AFS/WPS/CARPOS/SRF	GW	QGH, QW, QRR, QVC
Unidentified Person	Enter UP Identifiers	EUID	EUID
	Enter Unidentified Person	EUP	EUP
	Modify UP Identifiers	MUID	MUID
	Modify Unidentified Person	MUP	MUP, MUPD
	Query Unidentified Person	QU	QU, R.QU
	Cancel Unidentified Person	XUP	XUP

Documentation

StateLink Manual 2.0

Training

Training is covered under the normal training for an agency.

VINE Interface

Summary

The Spillman-Vine interface is a one-way batch interface that transfers data from Spillman to VINE. The interface is accomplished via an XML web service on the Spillman system and an Appriss VINE Gateway server located on the City network. The VINE Gateway server will periodically query Spillman for new updates to an inmate's custody status or court schedule and then push that information to VINE over the Internet.

Description

The Vine Company, Appriss, provides a service called Victim Information and Notification Everyday (VINE) that notifies crime victims of changes in the custody status or court schedule of the offender. The interface to VINE assists this tracking of offenders by reporting to VINE any changes in an inmate's status or court schedule that occur in the SPILLMAN database. The interface creates a report in the form of an ASCII file. The report includes personal, incident, and offense data for all inmates currently in the SPILLMAN Jail Management database.

Requirements

Hardware

- A Linux or Windows server that operates the SPILLMAN software
- Any connections that VINE requires to access the directory in which SPILLMAN places the report
- Appriss VINE Gateway Server

Software

- SPILLMAN software version 6.0 or higher
- VINE software

E9-1-1 Interface

Summary

Spillman's E9-1-1 Interface is a real time, one-way interface from the 911 vendor to Spillman CAD. Spillman CAD listens to the ANI/ALI controller which sends a file transfer of 911 information at the time the call is answered. The connection is made either through a serial port or via TCP/IP depending on the capabilities of the 911 system. Fields that transfer from E9-1-1 to Spillman include Location, City, Owner's Name, Phone Number, and 911 Data Stream.

Description

The Spillman E9-1-1 IP Interface receives Automatic Name Identification/Automatic Location Identification (ANI/ALI) information, as well as latitude and longitude coordinates (LAT/LON), from a Spillman-approved E9-1-1 controller and incorporates this data into an active CAD call record in Spillman.

Requirements

General

- The Spillman software must be loaded on a Spillman-approved hardware platform as outlined in current Spillman policies.
- Spillman technicians must have access to server where the Spillman software is loaded.
- Installation is completed partially on site and partially over remote connection.
- The agency must provide E911 protocol documentation and ALI text format information.
- The agency must provide ANI/ALI IP network port information, including:
 - ANI/ALI equipment IP Address
 - CAD IP port number
 - Whether the ANI/ALI equipment will serve as an IP host or client
- The agency must provide a static IP address and computer name for each Spillman 9-1-1 dispatch station.
- The agency must provide ANI/ALI station # for each Spillman 9-1-1 dispatch station.

Hardware

- ANI/ALI equipment that is installed and functional
- An IP network connection from the Spillman server to the ANI/ALI equipment

Software

- Spillman CAD module, version 4.6 or greater

E-911 Data Transfer

When a 911 call is taken, a 9 (for E911) appears in the How Received field of the Call record. The E9-1-1 data listed in the following table is placed in the CAD Add Call window fields.

E-911 data	CAD Add Call window fields
• Location For a land line phone, the location is a street address. • For a wireless communication device,	Address For wireless calls, the latitude, longitude, and uncertainty data is displayed in the following format: LAT: <i>number</i> LON: