CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 8182 **DATE** 1-24-13

TITLE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT, AUTHORIZING THE WILLIAMSPORT BUREAU OF POLICE TO PURCHASE A RECORDS MANAGEMENT SYSTEM

WHEREAS, the City of Williamsport Bureau of Police desire to purchase a Records Management System pursuant to the attached agreement submitted by Spillman Technologies, Inc., and

WHEREAS, the Purchase Agreement specifies total payment terms of $359,297 of which $131,560 is due upon contract signing, and

WHEREAS, the City of Williamsport desires to fund the initial payment of $131,560 through a drawdown from the City of Williamsport's capital line of credit (General Obligation Note, Series B of 2010), and

WHEREAS, the City of Williamsport will fund the entire purchase price of said system as part of the proposed restructuring of capital debt (Guaranteed Note, Series of 2005), and

WHEREAS, the amortization period for said borrowing for the purchase of the Records Management System will not exceed 5 years, and

WHEREAS, the effective implementation of the Records Management System will require the selection of a City IT manager whose responsibilities, in part, will include action as a liaison with Spillman Technologies; now, therefore

BE IT HEREBY RESOLVED, that the City Council of the City of Williamsport authorizes the Williamsport Bureau of Police to purchase a Records Management System per the attached.

BE IT FURTHER RESOLVED, that the appropriate City Officials are authorized to execute any documents necessary to effectuate this contract.

BE IT FURTHER RESOLVED, that the appropriate City Officials are authorized to drawdown necessary funds as specified herein for the initial payment of $131,560.

Approved

Janice Frank
City Clerk

President

CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 8182 **DATE** 1-24-13

TITLE

BE IT FURTHER RESOLVED, that the approval of the purchase of a Records Management System is contingent on the approval, by the City Council of the City of Williamsport, of a job description for the aforementioned IT manager and on the subsequent hiring of an IT manager, before implementation of the Records Management System begins.

Approved

City Clerk

President

CITY OF WILLIAMSPORT

OFFICE OF FINANCE & PERSONNEL

MEMORANDUM

TO: Members, Williamsport City Council

FROM: William E. Nichols, Jr., Finance Director

RE: Suggested changes to Records Management System resolution/Capital Line of Credit Update

DATE: January 24, 2013

Attached for your review is an updated resolution to authorize the Williamsport Bureau of Police to purchase a Records Management System. This updated resolution resulted from the Finance Committee Meeting on Tuesday when the financing for the project was discussed. The additions to the resolution authorize a drawdown from the City's Capital Line of Credit to cover the initial down payment and indicate that the City will include this project in the proposed capital debt restructuring with an amortization period not to exceed 5-years.

In addition, the Finance Committee requested and update on the $3M capital line of credit (LOC). The current balance of the LOC is $2,223,848 for expenses awaiting reimbursement for City and River Valley Transit projects.

- City Balance – $1,212,411 – reimbursements (RACP) for the William Street Redevelopment Project.
- RVT Balance - $1,011,437 – pending reimbursements (state capital funds) for the Church Street Transportation Center and transit vehicles purchased.

Williamsport Bureau of Police

spillman technologies, inc.

Purchase and License Agreement

Spillman®
Purchase and License Agreement

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Purchase and License Agreement

This Purchase and License Agreement (the "Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below (the "Effective Date"), and is by and between:

Spillman Technologies, Inc. ("Spillman")
4625 Lake Park Blvd.
Salt Lake City, UT 84120

and

Williamsport Bureau of Police ("Customer")
245 W. 4th Street
Williamsport, PA 17701

Customer desires to purchase from Spillman licenses for certain Spillman software, professional services, maintenance services, and third party hardware, software and services, as set forth in Exhibit C, and Spillman desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

1.1 **"Confidential Information"** means any non-public information provided by either party to the other in connection with this Agreement, including the Software, Spillman's pricing, future product plans, trade secrets; know-how; a party's non-public business and financial information; Customer lists; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information; (b) was rightfully in the receiving party's possession prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it. Additionally, the receiving party may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, 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 **"Documentation"** means all written or electronic user documentation for the Software provided by Spillman to Customer.

1.4 **"Software"** means the package of Spillman computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, identified in Exhibit C or subsequently licensed by Customer pursuant to the terms of this Agreement. Software also includes all Utilities, modifications, new Releases and Enhancements (as defined in Exhibit A). Software specifically excludes third party software not developed by Spillman, but that might be used in conjunction with the Spillman software, such as word processors, spreadsheets, terminal emulators, etc.

1.5 **"Spillman Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Spillman, pursuant to the procedures set forth in Section 6 of Exhibit A, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Software.

1.6 **"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, ctperl, dbdump, and dbload, as well as any other software utilities provided by Spillman in connection with the Software.

Section 2: Purchases of Professional Services and Third Party Products

2.1 **Professional Services.** Customer agrees to purchase the Spillman professional services listed in Exhibit C.

2.2 **Third Party Products.** Customer agrees to purchase from Spillman the third party products identified in Exhibit C. Spillman makes no warranties with respect to such third party products, but agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted.

Section 3: License

3.1 **Grant of License.** In consideration of the payment of the license fees set forth in Exhibit C, Spillman grants Customer a nonexclusive, non-transferable license to use the Software, subject to the terms of this Agreement (including the restrictions with respect to Utilities set forth in Section 10).

3.2 **Ownership.** Spillman's Software and all related documentation and materials provided by Spillman are licensed (not sold) to Customer. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software, all related materials, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to Customer herein by Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of any part of the Software, including enhancements or customized Software. The Software may also include third party software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Customer and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman's Software. This Agreement does not provide Customer with title or ownership of the Software or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances.

Section 4: Scope of Rights

4.1 **Location of Software.** Customer may install and use the Software only in Customer's own facility. Customer shall give Spillman two (2) weeks prior written notice if the location of Customer's facility changes.

4.2 **Customer Use Only.** Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement.

4.3 **Copies.** Customer may make one copy of the Software in machine-readable, object code form, for backup and archival purposes only, provided that Spillman's copyright notice is included. Such backup copies shall not be used for productive use, except to the extent required if the primary Software installation is not functioning. Customer may reproduce (photocopy) Software Documentation according to Customer's needs for the authorized use of the Software. Customer may not distribute any of the Documentation for use outside of Customer's primary place of business.

4.4 **Shared Agency Arrangements.** If Customer and another agency (the "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Spillman will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional Exhibit. Spillman will bill Customer directly for the applicable license fees, and Customer agrees to be responsible for timely payment of such invoices. Customer shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance by the Shared Agency.

Section 5: Fees and Payments

5.1 **Fees.** The license fee for the Software and the price for all services and third party products purchased by Customer from Spillman are specified in Exhibit C. All invoices are payable within thirty (30) days of the date of the invoice. Customer must pay such fees directly to Spillman according to the agreed payment terms set forth in Exhibit C. All license fees for the Software must be paid to Spillman upon execution of this Agreement and prior to delivery of the Software.

5.2 **Taxes.** Customer is solely responsible for the payment of any and all taxes resulting from this Agreement and its purchase of the products and services described herein (excluding taxes on Spillman's net income). If Customer is a tax-exempt organization, Customer will provide Spillman with documentation required by the taxing authority to support such exemption.

5.3 **Late Payments.** If Customer fails to pay any amounts owed when due, Spillman may assess interest at one-and-one-half percent (1.5%) per month on all overdue amounts, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees, whether or not a suit is instituted.

Section 6: Support

6.1 Spillman will provide maintenance and support services to Customer with respect to the Software, pursuant to the terms of the Support Agreement attached as Exhibit A hereto.

Section 7: Customer Responsibilities

7.1 **Spillman Application Administrator.** Customer is responsible for designating a Spillman Application Administrator who is qualified to operate the Software on Customer's own equipment, has been certified as set forth in Exhibit A, and is familiar with the information, calculations, and reports that serve as input and output of the Software. Spillman reserves the right to refuse assistance or to charge additional fees if the Spillman Application Administrator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software.

7.2 **Additional Components.** Other components (hardware and/or software) may be required for the use of the Software. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.

7.3 **Proper Environment.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate.

7.4 **Data Conversion Services.** Except as expressly agreed in writing, Spillman assumes no responsibility under this Agreement for converting Customer's data files for use with the Software.

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

Section 8: Proprietary Protection and Restrictions

8.1 **Third Party Access and Queries.** Customer may 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 Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Customer's internal business purposes, and Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.

8.2 **Restrictions.** Customer 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 in writing by Spillman. Customer may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.

8.3 **Competitive Use.** Customer may 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.

8.4 **No Service Bureau, Etc.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Customer may not install the Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).

8.5 **Inspection.** Customer hereby authorizes Spillman to enter Customer's premises in order to inspect the Software in any reasonable manner during regular business hours, with or without prior notice, to verify Customer's compliance with the terms of this Agreement.

Section 9: Confidential Information

9.1 **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. 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.

9.2 **Restrictions on Disclosure.** Customer must 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.

Section 10: Utilities; Restrictions on Usage

10.1 **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.

10.2 **Use of Utilities.** Customer 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. Except as expressly set forth below, Customer 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. Customer 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, Customer agrees that it does so solely at its own risk.

10.3 **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 Customer's or a third party's use of the Utilities (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 11: Limited Warranty and Limitation of Liability; Indemnification

11.1 **Functionality.** Spillman warrants, for Customer's benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software provided by Spillman, beginning upon the earlier of (i) the date of Customer's cutover to live operation of the Software (Go-live); or (ii) twelve (12) months after the Effective Date, and ending twelve (12) months thereafter (the "Warranty Period"). This warranty is expressly conditioned on Customer's observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.

11.2 **Limitations.** Spillman is not responsible for obsolescence of the Software that may result from changes in Customer's requirements. The warranty in Section 11.1 shall apply only to the most current version of the Software issued by Spillman from time to time. Customer must notify Spillman of any warranty issues or breaches within the Warranty Period; after the end of the Warranty Period, Software errors and defects will be handled under Exhibit A (Maintenance and Support Agreement). Issuance of updates does not result in a renewal or extension of the Warranty Period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from third party hardware or software malfunction or defect; modification of the Software by any person other than Spillman, or defects or problems that are outside the reasonable control of Spillman. Customer will reimburse Spillman for its reasonable time and expenses for any services provided at Customer's request to remedy excluded non-performance issues. Additionally, Spillman is not responsible for any problems or errors with the Software or Customer's system resulting from use of the ctperl or dbload Utilities in any manner other than read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.

11.3 **Remedies.** As Customer's exclusive remedy for any material defect in the Software for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Spillman's liability shall be limited to the amount paid as the license fee for the defective or non-conforming module of the Software. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Customer has made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Customer has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.

11.4 **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.

11.5 **Limitation of Liability.** THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO CUSTOMER 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 TOTAL AMOUNT OF ALL LICENSE FEES PAID TO SPILLMAN HEREUNDER. 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 or documentation, it being understood that Customer is responsible for reasonable backup precautions.

11.6 **Limitation of Damages.** IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CUSTOMER BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. 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.

11.7 **Indemnification.** Spillman agrees to defend Customer 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 Customer unless (i) Customer promptly notifies Spillman of any such claim; (ii) Customer gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent Customer in defending the claim; and (iii) Customer provides Spillman with any information and assistance that Spillman reasonably requests in defending against the claim. Customer 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 Customer 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 Customer. 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 11.7 states Spillman's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

Section 12: Term of Agreement; Termination

12.1 **Term of Agreement.** Customer's license of the Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated as provided herein.

12.2 **Support Required.** Customer is required to continue purchasing support and maintenance services from Spillman throughout the term of this Agreement, as a condition to the license of the Software under this Agreement. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software.

12.3 **Termination without Cause.** Customer may terminate this Agreement at any time upon ninety (90) days' prior written notice to Spillman, without cause, subject to any outstanding obligations and financial commitments of Customer under this Agreement (e.g., Customer's obligation to pay license fees is not rescinded by such termination).

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

12.5 **Effect of Termination.** Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Spillman, all copies of the Software in Customer's possession (whether modified or unmodified), and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). Customer agrees to certify Customer's compliance with such obligation upon Spillman's request. Customer will permit Spillman to repossess the Software and any products sold hereunder for which Customer has not fully paid the purchase price. If Customer has any outstanding payment obligations under this Agreement, Spillman may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum. The terms of Sections 2.2, 3.2, 5.2, 5.3, 9, 10.3, 11.4, 11.5, 11.6, 11.7, 12.5 and 13 shall survive termination or expiration of this Agreement.

Section 13: Miscellaneous

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

13.2 **Assignment.** Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Spillman's prior written consent.

13.3 **Governing Law.** This Agreement will be governed by the laws of the state of Pennsylvania, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Pennsylvania state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.

13.4 **No Waiver.** Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict

compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

13.5 **Injunctive Relief.** Customer acknowledges that, in the event of Customer's 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 Pennsylvania 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.

13.6 **Limitation of Actions.** No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action occurred. However, action for nonpayment may be brought within three (3) years the date of the last payment was received by Spillman.

13.7 **Notices.** Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

13.8 **Severability.** If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

13.9 **Force Majeure.** A party shall be excused from delays or failure to perform its duties, other than payment obligations, to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. Either party may, in its discretion, terminate this Agreement if a delay in performance by the other party exceeds or is reasonably expected to exceed six (6) months.

13.10 **Export.** In the event export of the Software is expressly permitted in writing by Spillman, Customer may only export the Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Software may not be exported into any country where such export is prohibited by law, regulation, or governmental order.

SPILLMAN DESIRES THAT CUSTOMER BE CONFIDENT THAT THE SOFTWARE WILL SUIT CUSTOMER'S NEEDS. ALTHOUGH CUSTOMER MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE SOFTWARE WITH CUSTOMER AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE CUSTOMER'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE SOFTWARE, CUSTOMER FINDS THE SOFTWARE TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below. This Agreement is not effective, and the license of the Software will not commence, until it has been executed by an authorized representative of both Customer and Spillman.

Accepted and Approved by:

Customer: Williamsport Bureau of Police

Signature: _____

Print Name: Gabriel J Campana

Title: Mayor

Date: 2/12/13

Accepted and Approved by:

Customer: Williamsport Bureau of Police

Signature: _____

Print Name: William J Hall

Title: President of Council

Date: 2/12/13

Accepted and Approved by:

Customer: Williamsport Bureau of Police

Signature: _____

Print Name: Janice Frank

Title: City Clerk

Date: 2/12/13

Accepted and Approved by:

Customer: Williamsport Bureau of Police

Signature: _____

Print Name: Margaret J. Woodring

Title: City Controller

Date: 2/12/13

Spillman Technologies, Inc.

Signature: _____

Print Name: Joe Lunt

Title: Vice President

Date: 2-28-13

Exhibit A
Maintenance and Support Agreement

This Maintenance and Support Agreement (the "Support Agreement"), dated effective as of the date this Agreement is signed by both parties below, is by and between Spillman Technologies, Inc. ("Spillman") and Williamsport Bureau of Police ("Customer"). In connection with the Purchase and License Agreement between the parties (the "License Agreement"), Customer desires to purchase from Spillman certain maintenance and support services for the Software. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the License Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

1.1 **Coverage Hours.** The hours between 8:00 a.m. and 5:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Spillman.

1.2 **Enhancement.** Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Software.

1.3 **Error.** Any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.

1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.

1.5 **Releases.** New versions of the Software, including all Error Corrections and Enhancements.

1.6 **Response Time.** Six (6) or less Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.

1.7 **Support Term.** The Initial Support Term together with all renewal terms of this Agreement. The Initial Support Term will be for the twelve (12) month period of the Warranty Period, as defined in Section 11.1 of the License Agreement. Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the License Agreement.

Section 2: Eligibility For Support

2.1 Spillman's obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:

2.1.1 The License Agreement must remain valid and in effect at all times;

2.1.2 The Software must be operated on a hardware platform approved by Spillman; and

2.1.3 Customer must be current on payment of maintenance and support fees.

2.2 Spillman may require Customer to appoint a new Spillman Application Administrator in order to continue receiving support services or increase Customer's support fees, if Spillman reasonably determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

During the Support Term, Spillman shall render the following services in support of the Software, during Coverage Hours:

3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administer, by telephone, reports of any software irregularities, and requests for assistance in use of the Software.

3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.

3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Software. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Software other than the most recent release.

3.4 Spillman may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Exhibit C.

3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Support Agreement

The services identified in this section are specifically NOT covered by this Support Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products. Spillman may in its discretion provide first-line support for third party software; if not, Spillman will refer Customer to the vendor of such software for resolution of support issues.

4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.

4.3 Restoration and/or recovery of data files and/or the operating system.

4.4 Any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of the Utilities or any software not specifically licensed by Spillman to Licensee for use in connection with the Software. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.

4.5 Any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.

4.6 Support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.

4.7 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.

4.8 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.

4.9 Onsite service visits to Customer's facility.

4.10 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer

5.1 Customer must maintain and provide, at no cost to Spillman, access to broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set, or equivalent, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.

5.2 A representative of Customer's IT department must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.

5.3 All communications between Customer and Spillman must be in the English language.

5.4 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman.

5.5 Customer is responsible for providing all network and server security.

5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.

Section 6: Spillman Application Administrator Requirements

6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated administrator must meet the following requirements in order to certify at the basic level:

6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:

i. System Introduction – Inquiry,
ii. System Introduction – Data Entry & Modification,
iii. If applicable, UNIX Fundamentals Training (AIX, or HP-UX),
iv. Basic System Administration, and

v. Spillman training applicable for the Spillman applications used by Customer.

6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.

6.2 Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.

6.3 Contact information for the Spillman Application Administrator(s) must be recorded in Appendix 1 of this Support Agreement. Appendix 1 must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix 1 will require that a new Appendix 1 be completed, signed and filed with Spillman.

6.4 Requests for support services received by anyone other than a Spillman Application Administrator as identified in the current Appendix 1 on file with Spillman, will be refused.

6.5 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

7.1 Customer shall pay Spillman the Support Fee, as set forth in Exhibit C, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in Exhibit C, are charged the day after the end of the Initial Support Term, as defined in Section 1.7. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6) , (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Support Agreement.

7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.

7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Licensed Software.

7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.

7.6 Additional Support Fees may be required by Spillman if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 4.4 of the License Agreement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred.

Section 8: Termination

8.1 This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.

8.2 Either party may terminate this Support Agreement as follows:

8.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Agreement at the end of such Support Term; or

8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Agreement and the offending party has not cured such breach within the 30-day notice period.

8.3 Following termination of this Support Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

Section 9: General

9.1 The terms of Section 11: Limited Warranty and Limitation of Liability; Indemnification and Section 13: Miscellaneous of the License Agreement are hereby incorporated into this Support Agreement by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Customer: Williamsport Bureau of Police

Signature: _____

Print Name: Gabriel J Campana

Title: Mayor

Date: _____

Signature: _____

Print Name: William J Hall

Title: President of Council

Date: 1-24-13

Signature: _____

Print Name: Janice Frank

Title: City Clerk

Date: 1-24-13

Signature: _____

Print Name: Margaret J. Woodring

Title: City Controller

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: Joe Lunt

Title: Vice President

Date: 2-28-13

Appendix 1
Spillman Application Administrator(s)
Contact Information

Name: Brett Williams
Work Phone: 570 327-7548
Cell Phone: 570 279-7557
Email: bwilliam@cityofwilliamsport.org
Fax: 570 327-7563
Pager: _____

Name: Mark Seehrst
Work Phone: 570 327-7559
Cell Phone: 570 279-7561
Email: mseehrst@cityofwilliamsport.org
Fax: 570 327-7563
Pager: _____

Name: _____
Work Phone: _____
Cell Phone: _____
Email: _____
Fax: _____
Pager: _____

Exhibit B
Public Safety Software Implementation
Statement of Work ("SOW")

Between

Spillman Technologies, Inc.
("Spillman")

And

Williamsport Bureau of Police
("Customer")

Prepared

_____, 2013

By

Spillman Technologies, Inc.

This information is the property of Spillman and is provided on a confidential and restricted basis. This information shall not be disclosed outside of Customer organization and shall not be duplicated, used, or disclosed in whole or in part for any reason other than to evaluate this SOW.

Introduction and Purpose

Spillman provides comprehensive public safety software for police departments, sheriff's offices, fire departments, communication centers and correctional facilities. Under the guidance and participation of Customer, Spillman will facilitate the delivery and implementation of its integrated software solutions, which includes all purchased products and services in the Purchase and License Agreement.

Together, the integrated software solutions are referred to as the "System."

Spillman is committed to building a lifelong partnership with Customer by providing professional project management assistance through implementation, account management, technical support, and both initial and ongoing training. Spillman will provide Customer with the software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or files pertaining to Customer operations.

This SOW guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Spillman and Customer will consider a task complete.

Project Objectives

Ongoing objectives of the Public Safety Software Implementation project:

- Provide a comprehensive public safety software solution to facilitate data management
- Provide the software and services necessary to enable interoperability and real-time data sharing
- Provide initial and ongoing system and application administration training to ensure proper setup and the efficient use of software modules
- Facilitate the implementation of data entry standards

Specific SOW objectives:

- Complete the project implementation plan
- Configure, set up, and install the server
- Install and configure core Spillman software modules
- Install and configure the external interfaces
- Provide onsite system setup consultation and application administration training
- Provide comprehensive end user training and assistance with code table set up
- Provide Go-live assistance

Change Management Procedures

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:

- The party requesting the change will issue a Change Request document ("Change Request"). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.
- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties' agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.
- Upon execution of the Change Request, the Spillman and Customer Project Managers will incorporate the change into the SOW or Scope of Work.

Project Assumptions and General Responsibilities

Project Assumptions

- The Spillman System will be implemented in a Windows environment.
- Customer network is available and appropriately configured.
- Hardware is available that 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.
- Customer obtains State user and terminal ORIs in a timely fashion.
  - State/NCIC (StateLink) interface may not be ready for end user training; a live connection is not necessary for training exercises.
- Third party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Spillman is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

Customer Responsibilities

- Maintain effective communications with the Spillman Project Manager
- Participate in onsite project status meetings
- Respond to issues and concerns as communicated by the Spillman Project Manager
- Provide Spillman with Customer-approved project change requests
- Coordinate required Customer tasks and responsibilities with the Spillman Project Manager
- Manage all third party vendors for which Customer contracts facilitate project activities
- Ensure Customer 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
- Install Spillman application client on all computers
- Install Mobile application client on mobile computers
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users
- Ensure management and end user personnel are scheduled and available for training

Spillman Project Team Responsibilities

- Function as the liaisons with Customer's designated project manager
- Provide Customer with a project management plan, including a cut-over plan for Go-live
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user Documentation
- Manage all aspects of the implementation, including project communications
- Participate in the project planning and system setup
- Coordinate and schedule the delivery of all products and services provided by Spillman
- Conduct onsite project status meetings at Customer facility and attend all major project events including project kickoff meeting, project team training, and Go-live activities
- Facilitate the submission and approval of Customer change requests
- Provide responses and recommend resolutions to Customer issues
- Facilitate the server configuration and core system installation, and coordinate external interface installation
- 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 Customer will perform their respective tasks through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Overview of Milestones

- Conduct pre-implementation conference call
- Order hardware
- Order third party products
- Project analysis and planning
- Finalize project schedule
- Hold project kickoff meeting
- Develop data entry standards
- Conduct first onsite map training
- Install and configure hardware and operating system
- Install core Spillman application
- Configure StateLink/NCIC, E9-1-1, LiveScan, and other internal interfaces (as specified in the contract)
- Conduct project team training
- Conduct system administration training
- Conduct follow up map training and final map setup training
- Conduct end user training
- Cutover to live operations
- Perform site audit and analysis

Conduct Pre-Implementation Conference Call

Task Description

The Spillman project team will hold a pre-implementation conference call with Customer project team. During this meeting, Spillman will accomplish several objectives:

- Introduce the Spillman project team
- Exchange contact information with Customer project team
- Review list of purchased products and services of the project contract as well as the Scope of Work, if applicable
- Review hardware specifications with Customer

Deliverables

- Not applicable

Prerequisites

- Not applicable

Completion Criteria

This task will be complete after Spillman has conducted the pre-implementation conference call.

Spillman	Customer
Responsibilities • Conduct pre-implementation conference call	**Responsibilities** • Ensure Customer's project manager and project team participate in the pre-implementation conference call
Required Staff • Project manager • Salesperson • Systems engineer	**Required Staff** • Project manager • Project team as assigned by Customer

Order Hardware

Task Description

The purpose of this task is to order the hardware required for the Spillman system. Customer or Spillman (as specified in the Agreement) will be responsible for procuring the server needed to meet Spillman's hardware specifications, as well as dedicating/procuring a server for the solution's GIS component. Together, Spillman and Customer will review the purchase order to verify the purchased hardware meets system specifications. Hardware will then be shipped to Customer's location.

If Customer desires a disaster recovery solution, Customer (or a mutually agreed upon third party, as specified in the Agreement) will be responsible for procuring a second server and facilitating the setup of that solution. All costs associated with the setup and testing of the disaster recovery solution will be borne by Customer.

Deliverables

- Hardware recommendations

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete once the hardware has been ordered.

Spillman	Customer
Responsibilities • Verify hardware order • Order hardware (per Contract) • Provide minimum and recommended hardware requirements for all workstations	**Responsibilities** • Order hardware (per Contract) • Ensure hardware (workstation) upgrades, as needed
Required Staff • Project manager • Installation manager • Systems engineer	**Required Staff** • Project manager • IT personnel (as needed) • System administrator

Order Third Party Products

Task Description

Spillman will order third party products as specified in the Agreement. Customer will be responsible for any third party requirements not listed in the Agreement.

Deliverables

- Not applicable

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete once Spillman and Customer have placed all orders for third party products.

Spillman	Customer
Responsibilities • Order third party products as specified in the Agreement	**Responsibilities** • Order third party products for which Customer is responsible
Required Staff • Project manager • Systems engineer	**Required Staff** • Project manager • System administrator • IT personnel (as needed)

Project Analysis and Planning

Task Description

Spillman's account trainer will assess the agency's communications, reporting methods, and general operations in order to understand how Customer currently conducts business. The purpose is to identify processes the software configuration must accommodate as well as processes that will likely change in order for the Spillman software to operate most effectively. Spillman's account trainer will also work with Customer staff to review current forms and identify possible changes for streamlining documents, forms, and daily operations in preparation for new system installation.

Spillman's account trainer will conduct a pre-installation training program including product demonstrations on most core system applications, as time permits. This training will give Customer's project team an opportunity to develop an understanding of the Spillman application and better understand tasks and responsibilities required for system Go-live. This process will also facilitate the work of Spillman and Customer's project team during final acceptance, and prepare Customer system administrator(s) for tasks such as building the code tables and configuring system applications and parameters.

Deliverables

- Spillman shall provide a written report identifying any deficiencies, changes, upgrades, etc. that it deems necessary for Customer to adequately prepare for the successful installation and use of the system.

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete after Spillman concludes its observation of communications and general operations, conducts workflow and network analysis, and provides written report to Customer.

Spillman	Customer
Responsibilities • Observe communications, reporting methods, and general operations • Review current forms, identify changes, and assist in the design process • Conduct workflow and network analysis to identify any pre-existing conditions that may impede the ability to successfully install the system	**Responsibilities** • Allow Spillman's account trainer to observe operations • Make necessary changes to forms and documents • Participate in workflow and network analysis, verify/validate any recommendations and make adjustments/upgrades as needed • Submit change request(s) if necessary

Project Analysis and Planning	
• Provide written report identifying deficiencies following network analysis • Review necessary functional requirements for all required project interfaces	
Required Staff • Project manager • Systems engineer • Account trainer	**Required Staff** • Project manager • Project team (as assigned) • IT personnel • System administrator • End users (as needed for observation activities)

Finalize Project Schedule

Task Description

Prior to signing the Agreement, Spillman and Customer may have developed a preliminary project schedule. During this task, the project managers from Spillman and Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet face-to-face and review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. Spillman's project manager will then update the schedule.

The project schedule will be further updated as necessary over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by Spillman's project manager.

Deliverables

- Final project schedule

Prerequisites

- Not applicable

Completion Criteria

This task will be complete when the parties agree upon the final project schedule; approval shall not be unreasonably withheld or delayed.

Spillman	Customer
Responsibilities • Lead Customer through a review of the project schedule • Update the project schedule	**Responsibilities** • Ensure personnel who can make resource allocation and scheduling decisions attend Project Schedule review
Required Staff • Project manager • Training coordinator	**Required Staff** • Project manager • System administrator • Department supervisors (as needed, for approving the schedule)

Hold Project Kickoff Meeting

Task Description

Spillman will conduct an onsite project kickoff meeting with Customer's project team. This meeting is held to meet several objectives:

- Review the Agreement and all project deliverables
- Present Spillman's project management methodology and approach
- Review data entry standards and provide an example for Customer to use in developing its own set of data entry standards
- Review the project schedule, focusing on the training schedule

Deliverables

- Onsite project kickoff meeting
- Project management plan (guide)
- Data entry standards

Prerequisites

- Signed Agreement

Completion Criteria

This task will be complete after Spillman conducts the project kickoff meeting.

Spillman	Customer
Responsibilities • Conduct project kickoff meeting • Provide materials	**Responsibilities** • Provide location for the project kickoff meeting • Provide information requested in checklists and completed needs analysis surveys • Ensure project team attends project kickoff meeting • Develop data entry standards before user training begins
Required Staff • Project manager	**Required Staff** • Project team

Develop Data Entry Standards

Task Description

Customer is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the kickoff meeting, Spillman will provide and explain sample data entry standards as a starting point for Customer. Customer will need to revise the sample standards to meet its specific needs. Once standards have been established, Customer will be expected to formalize the policy as standard operating procedure for data entry tasks. Spillman will incorporate the data entry standards into end user training. Therefore, Customer must complete this task prior to end user training. Spillman is not responsible for project delays due to Customer not completing this task in a timely manner.

Deliverables

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

Completion Criteria

This task will be complete after Customer develops formal data entry standards that Spillman can incorporate into end user training.

Spillman	Customer
Responsibilities • Provide sample data entry standards • Explain data entry standards	**Responsibilities** • Revise sample standards form to meet Customer's needs • Create formal policies and standard operating procedures to guide data entry tasks
Required Staff • Project manager • Account trainer	**Required Staff** • Project team

Conduct First Onsite Map Training

Task Description

Customer must prepare its GIS data for the Spillman geofile and then build the Spillman geofile database. Prior to Spillman arriving onsite for this task, Customer will collect current map data for assessment. Spillman will send Customer a document to guide Customer in the collection of this data. At Customer's location, 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 Customer's personnel responsible for building the geofile on how to build and update the maps for use in the Spillman applications. After training, Customer is responsible for building the geofile. Spillman will remotely provide additional assistance, as needed.

Deliverables

- Map data collection guide
- GIS modification recommendations
- One to three days of onsite map training (per the Agreement)
- Remote assistance as needed

Prerequisites

- Existing customer map files

Completion Criteria

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

Spillman	Customer
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 Customer's map build activities	**Responsibilities** • Collect current available map data • Attend map training • Build geofile per Spillman's specifications
Required Staff • Trainer (GIS)	**Required Staff** • System Administrator • GIS Department

Install and Configure Hardware and Operating System

Task Description

After Customer receives the server hardware, Spillman's systems engineer will install the server at Customer site, and install and configure the operating system. The systems engineer will also help Customer configure the GIS server to accommodate Esri® Network Analyst, which is necessary if Customer wants routing and closest unit dispatching capabilities.

Deliverables

- Servers installed and configured

Prerequisites

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

Completion Criteria

This task will be complete when Spillman has installed and configured the Windows server and operating system, conducted initial tests of the equipment, corrected any material problems or deficiencies, and established connectivity to Spillman headquarters.

Spillman	Customer
Responsibilities • Install Windows server and operating system at Customer site • Configure database storage space allocation • Guide Customer through network configuration • Conduct initial tests of the equipment and correct any problems or deficiencies • Establish connectivity to Spillman headquarters	**Responsibilities** • Facilitate installation of Windows server • Set up disaster recovery solution • Configure network • Assist with establishing connectivity to Spillman headquarters
Required Staff • Project manager • Systems engineer	**Required Staff** • System administrator • IT department

Install Core Spillman Application

Task Description

After installing the servers and configuring the operating system and database storage, Spillman's systems engineer will install the core Spillman application and the Spillman side of interfaces. The systems engineer will configure the database environments and create the initial administrative user accounts.

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

Deliverables

- Installation of Spillman applications, as specified in the Agreement
- Installation of Spillman components of external interfaces
- Installation of Spillman Mobile client application

Prerequisites

- Hardware installed

Completion Criteria

This task will be complete when Spillman has installed the core Spillman applications, created the training user accounts and administrative accounts, initiated the installation of external interfaces, and performed the tests required for end user training and Go-live.

Spillman	Customer
Responsibilities • Install core Spillman applications • Configure databases (live and training) • Create administrative user accounts • Create training user accounts • Initiate installation of external interfaces	**Responsibilities** • Install Spillman client application on PCs • Install Spillman Mobile client application on mobile computers
Required Staff • Systems engineer	**Required Staff** • IT personnel • System administrator

Configure StateLink/NCIC, E9-1-1, LiveScan and Other External Interfaces

Task Description

Spillman installs the NCIC and E9-1-1 interfaces with configuration parameters set to default values. While most external interfaces require only configuration prior to execution, these interfaces require additional technical and administrative steps for operability.

Spillman will install the State Link and Mobile StateLink NCIC interface. Customer, however, is responsible for obtaining a state connection and obtaining state user and terminal ORIs. Should Customer require assistance, Spillman can help with the process. Together, Spillman and Customer will enter the ORI and terminal information and test the connection.

Spillman will install the E9-1-1 interface. To configure this interface, Spillman will require a sample ANI/ALI data stream from Customer, as well as dispatch terminal IP addresses and a port for connectivity to the ANI/ALI box. After receiving this information and the required connectivity, Spillman will configure the E9-1-1 interface and, together with Customer, will test the connection to verify the correct data stream and format transfers to the CAD screens.

Spillman will install and test all other external interfaces specified in the Agreement. The development process for other interfaces will include programming, testing, and demonstrating to Customer the successful completion of all included interfaces and software modifications, as set forth in the Agreement.

Deliverables

- Installation, configuration, and testing of StateLink and Mobile State Link StateLink/NCIC, E9-1-1, and LiveScan interfaces

Prerequisites

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

Completion Criteria

This task will be complete when Spillman and Customer have tested the StateLink and Mobile StateLink/NCIC, E9-1-1 interface, LiveScan interface, and other external interfaces included in the Agreement and they are installed and working correctly in all material respects.

Configure StateLink/NCIC, E9-1-1, LiveScan and Other External Interfaces	
Spillman	**Customer**
Responsibilities • StateLink Interface – Install StateLink/NCIC interface – Work with Customer to enter ORI and terminal information – Test StateLink/NCIC interface • E9-1-1 Interface – Install interface – Configure ANI/ALI connection to Spillman – Verify data stream/format to CAD screens • Other External Interfaces – Serve as prime contractor to develop interfaces – Test and successfully demonstrate completion to Customer • Update interface and system documentation, as necessary	**Responsibilities** • StateLink Interface – Obtain state connection – Obtain state user and terminal ORIs – Work with Spillman to enter ORI and terminal information – Test StateLink and Mobile StateLink State/NCIC interface • E9-1-1 Interface – Provide ANI/ALI port for connection – Provide dispatch computer IP addresses – Verify data stream/format to CAD screens
Required Staff • Project manager • Systems engineer • Development (programmers)	**Required Staff** • IT department • Any applicable third party vendors • System administrator

Conduct Project Team Training

Task Description

Spillman will conduct a three-day training course for Customer's project team. Part of this training includes an overview of the purchased application. During the overview, Spillman will demonstrate the functionality of the various modules.

Deliverables

- Project team training

Prerequisites

- Server installation complete
- Training room set up with server connectivity

Completion Criteria

This task will be complete when the Project Team Training is completed.

Spillman	Customer
Responsibilities • Project team training (system overview) • Demonstrate Spillman application	**Responsibilities** • Provide appropriately equipped location for training • Ensure appropriate personnel attend project team training per the training plan
Required Staff • Project manger • Trainer	**Required Staff** • Project team • Trainer

Conduct System Administration Training

Task Description

Spillman will conduct the following system administration training courses:

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

System administration training includes training in how to set up, enter, and administer the operational and administrative code tables. Following training, Customer will be responsible for entering the code tables. Customer must enter data into the code tables before user training begins. Spillman will also provide training on setting up users and groups including the granting of system privileges.

Additionally, by this time, Customer should have a good draft of its data entry standards. During this training, Spillman will work with Customer to review and finalize the data entry standards. Following training, Customer will be responsible for formalizing policies regarding the data entry standards. This task must be complete before user training begins.

Deliverables

- System administration training per the training plan

Prerequisites

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

Completion Criteria

This task will be complete when Spillman has provided the system administration training per the training plan.

Spillman	Customer
Responsibilities • System administrator training • Module administration training • Code table setup training	**Responsibilities** • Provide properly equipped location for training • Ensure appropriate personnel attend training per the training plan • Finalize data entry standards • Enter code tables

Conduct System Administration Training	
Required Staff • Trainer	**Required Staff** • Project manager (as needed) • Project team • System administrator • IT personnel • Department managers (as needed for code tables decisions)

Conduct Follow Up Map Training and Final Map Setup Training

Task Description

Spillman GIS trainers will conduct a follow up onsite training session 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 Customer with any issues or problems it is experiencing.

Prior to Go-live, Spillman will conduct a final onsite training session to assist Customer in loading the map into the Spillman application.

Deliverables

- Onsite follow up map training
- Final onsite map load training

Prerequisites

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

Completion Criteria

This task will be complete when the final map build has been loaded into the Spillman application.

Spillman	Customer
Responsibilities • Provide onsite map build assistance to Customer • Assist with final map load	**Responsibilities** • Map build and GIS modifications • Perform final map load
Required Staff • Trainer (GIS)	**Required Staff** • GIS department • System administrator

Conduct End User Training

Task Description

Spillman will conduct end user training per the mutually agreed upon training plan.

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 per the training plan.

Spillman	Customer
Responsibilities • Provide end user training per the training plan	**Responsibilities** • Provide training facilities and equipment • Ensure appropriate personnel attend each training class
Required Staff • Trainers	**Required Staff** • All employees (end users)

Cutover to Live Operation

Task Description

Spillman trainers will be onsite to assist Customer with cutover to live operation (Go-live).

On the day of cutover to live operation, Spillman will facilitate a Go-live kickoff meeting to ensure that all tasks are completed and involved Customer personnel are prepared for their roles during and post-cutover.

After cutover, Spillman's trainers will assist Customer personnel with the initial live database entry, providing guidance and training as needed. The trainers will troubleshoot live database problems that may occur and make minor configuration modifications as Customer makes initial database entries and enacts entire work processes in the live environment.

Spillman's trainers will hold meetings at the beginning and end of each workday to discuss concerns and issues that arise.

Customer's system administrators, project team, and other "supervisory users" shall also be present to provide guidance to Customer personnel who need additional assistance. Customer 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.

Deliverables

- Trainers onsite for Go-live

Prerequisites

- Completion of all previous tasks

Completion Criteria

This task will be complete once live operations of the entire system have commenced and the other tasks described above been completed.

Spillman	Customer
Responsibilities • Facilitate Go-live kickoff meeting (first day of Go-live) • Assist with initial live database entry • Observe operations and troubleshoot live database problems • Make minor modifications as needed	**Responsibilities** • Ensure appropriate personnel attend Go-live kickoff meeting • Provide guidance to individuals who need extra assistance • Relay issues and concerns to Spillman

Cutover to Live Operation	
• Work one-on-one with individuals needing extra assistance	
Required Staff • Project manager • Systems engineer • Trainers	**Required Staff** • Project manager • All employees (end users)

Perform Site Audit and Analysis

Task Description

Approximately one month after cutover to live operation, a Spillman trainer will be onsite to observe how Customer 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 site audit and analysis.

Spillman	Customer
Responsibilities • Answer follow up questions • Show users alternative ways to use the system	**Responsibilities** • Communicate questions or concerns
Required Staff • Account trainer	**Required Staff** • Applicable staff

Major Milestones

- Hold project kickoff meeting
- Install and Configure hardware and operating system
- Install core Spillman application
- Configure StateLink/NCIC, E9-1-1, LiveScan, and other internal interfaces (as specified in the contract)
- Conduct project team training
- Conduct system administration training
- Conduct end user training
- Cutover to live operations

Exhibit C
Purchased Products and Services

Exhibit C: Purchase Agreement

Williamsport Bureau of Police

Price Estimate Date:	December 06, 2012	Estimate Number:	QUO-01618-P2F2S7
Expiration Date:	March 31, 2013	Prepared By:	Jeff Kunz

Spillman Advantages

- Spillman's site license eliminates the frustrations of limited licensing and allows for agency growth by providing access to all desktop modules without individual license fees.
- Each Spillman system includes first-year maintenance, a comprehensive warranty, unlimited standard business hour support, and free enhancements.
- Professional services include onsite administration training and setup assistance as well as thorough end user training (all onsite services include travel and per diem).

Estimated Price

Software:	$242,522
Professional Services:	90,500
3rd Party Hardware:	24,250
Prepaid Services:	2,000
Taxes:	0
Total:	**$359,297**

Exhibit C: Purchase Agreement

Williamsport Bureau of Police

Price Estimate Date:	December 06, 2012	Estimate Number:	QUO-01618-P2F2S7
Expiration Date:	March 31, 2013	Prepared By:	Jeff Kunz

Integrated Hub	Host Only	Software
Hub		
Sentryx GIS (Geobase)		
	Hub Total:	$36,516

Records Management	Host Only	Software
Evidence Bar Code & Audit Interface - Site License(s) Evidence Management - Site License(s)		
Fleet - Site License(s)		
Law Records - Site License(s)		
Licenses and Permits - Site License(s) Personnel Management - Site License(s) Pin Mapping - Site License(s)		
Traffic – Site License(s)		
Records Total:		$57,524

Computer-Aided Dispatch	Host Only	Software
CAD Pull (LOGYSIS)		
	CAD Total:	$13,479

Mobile	Host Only	Software
Drivers License Scanning Interface – Site License(s) Mobile Accident National Form - 11 Seat License(s) Mobile Citation National Form - 11 Seat License(s)		
Mobile Incident Offense National Form - 11 Seat License(s)		
Mobile Records - 11 Seat License(s)		
Mobile State & National Queries - 11 Seat License(s)		
	Mobile Total:	$42,408

Corrections	Host Only	Software
Live-Scan Fingerprinting - 1 Seat License(s)		
Corrections Total:		$8,581

Command Solutions Software	Host Only	Software
CompStat Dashboard		
Public Access Dashboard		
Command Solutions Total:		$47,850

Exhibit C: Purchase Agreement

Williamsport Bureau of Police

Price Estimate Date:	December 06, 2012	Estimate Number:	QUO-01618-P2F2S7
Expiration Date:	March 31, 2013	Prepared By:	Jeff Kunz

Imaging	Host Only	Software
Imaging		
Imaging Total:		**$11,231**

State Specific Products	Host Only	Software
UCR - State Specific (first time in state) State Link		
State Specific Total:		**$26,958**

Hardware/3rd Party Products	Host Only	Price
Barcode Datalogic Mobile, Dock, Single Slot Desk w/RS232/USB + Spare Battery - Quantity 1		
Cisco 1811 - Quantity 1		
Drivers License Scanning Hardware - Quantity 11		
Geobase Server - Quantity 1		
Hardware/3rd Party Total:		**$24,250**

Professional Services

- Spillman anticipates your Project Manager will provide up to 325 hours and be on-site approximately 3 time(s).
- Spillman anticipates your Installation Technician will provide up to 231 hours and be on-site approximately 1 time(s).
- Spillman anticipates your Trainer(s) will provide up to 302 hours and be on-site approximately 13 time(s).

Professional Services Total:$90,500

Prepaid Services	Quantity	Price
Users Conference Attendees	1	2,000
Prepaid Training Weeks	0	0
Years of Prepaid Maintenance	0	0
Prepaid Services Total:		**$2,000**

Payment Terms	Percent	Amount
Payment Upon Contract Signing	40	131,560
Payment Upon Server Delivery with Core Software System Installed	20	63,346
Payment Upon Completion of Go-live Assistance	40	131,560
Payment Upon Installation of State Link, State-specific IBR/UCR, and LiveScan, as applicable		32,831
Payment Terms Total:	**100%**	**$359,297**