City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal   From: Kevin J. Raney

Dept: City Manager   Dept: Police

Subject: AWARD A CONTRACT TO SPILLMAN   Date: August 26, 2014
         TECHNOLOGIES, INC FOR PUBLIC
         SAFETY SOFTWARE AND RELATED
         COMPONENTS

OBJECTIVE

To obtain City Council authorization to award a contract to Spillman Technologies, Inc. for public safety software and related components in the amount of $1,502,458 and subsequent years annual maintenance costs, pursuant to RFP No. S-1126.

BACKGROUND

The Police Department purchased a Computer Aided Dispatch (CAD) system in 1999 and over time has updated the hardware and software. The CAD is now beyond its end-of-life cycle. The current Records Management System (RMS) does not fully integrate with the CAD, which was custom built more than 15 years ago. Internal Information Technology (IT) staff built the RMS and it was designed specifically to the Records Division workflow process. Records Division processes have been in place for more than 30 years and these processes are not considered industry best practices. Over time, several third-party components have been added to the system such as an evidence tracker, booking system, crime analysis and mapping, and an automated report writing system. Some of the recent third-party applications could not fully integrate with the CAD/RMS leading to numerous problems including delays in workflow, inaccurate and duplicate data, and redundant logins and data entry.

Members from the Police Department partnered with Information Technology Department (IT) staff to analyze the system issues. It was determined the most practical and cost-efficient method of implementing best practices was for the Police Department to seek proposals from vendors that offer a fully integrated enterprise CAD/RMS software package.

DISCUSSION

RFP No. S-1126 was advertised on January 29, 2014, and re-advertised on February 5, 2014. The proposal document was posted on the City's website on January 29, 2014, via the Planet Bids on-line bidding system. A mandatory pre-

proposal meeting was held on February 13, 2014, with nine (9) companies in attendance. Three addenda were issued to answer questions from the proposers and to extend the proposal due date from February 28, 2014, to March 31, 2014.

Five (5) proposals were received and opened on March 31, 2014. The Source Selection Committee (SSC) review scores were completed on July 16, 2014. The analysis below indicates the final SSC scores:

	Phase I Scores	Phase II Scores	Final Scores	Total Contract cost
Spillman Technologies, Inc.	**7001**	**5930**	**12931**	**$1,502,458**
SunGard Public Sector, Inc.	6235	5777	12012	$1,479,463
Versaterm, Inc.	6403	4586	10989	$2,291,124
Intergraph	5236	not in competitive range	not in competitive range	not in competitive range
AT&T/Interact	4906	not in competitive range	not in competitive range	not in competitive range

The pricing component of the proposals was based on a total project cost of the system and was calculated based off pricing provided within the proposals as well as internal costs involving hardware, software and licensing costs. In addition to the cost of the contract, an additional $50,000 is needed to fund support from the Information Technology Department.

FINANCIAL IMPACT

Total cost for the project is $1,552,458. The Police Department has budgeted $400,000 from the General Fund for the first-year. The remaining first-year balance of $569,006 will be funded utilizing restricted law enforcement supplemental funding sources including Supplemental Law Enforcement Service Fund (SLESF), federal and state asset forfeiture accounts, and the Public Safety Prop 172 Fund (Fund 220). The remaining project balance of $583,452 will be added to the FY 2015-2016 budget.
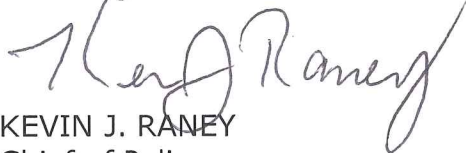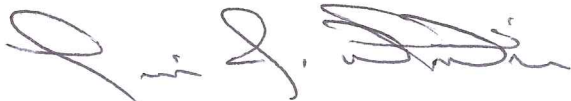
RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Spillman Technologies, Inc., the highest scoring proposer, in the amount of $1,502,458, pursuant to available funds in the budget and supplemental funding;

- Approve the cost of annual maintenance fees for the duration of the agreement, which are subject to a 3% annual increase;

- Approve the cost of $50,000 for internal Information Technology support for this project;

- Approve the cost of not more than 10% of the contract amount for unforeseen expenses during the project management and implementation stages of the project with the approval of the City Manager or his designee; and

- Authorize the City Manager or his designee to execute the agreement on behalf of the City.

KEVIN J. RANEY
Chief of Police

By: Travis Whitman
     Police Captain

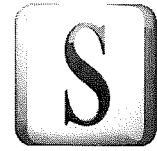Attachment: Agreement

Recommended for Approval

Matthew J. Fertal
City Manager

Garden Grove Police Department

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

Garden Grove Police Department ("Customer")
11301 Acacia Pkwy
Garden Grove, CA 92842

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 B (Purchased Products and Services), 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, 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 **"Documentation"** means all written or electronic user documentation for the Software provided by Spillman to Customer.

1.3 **"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 B (Purchased Products and Services) 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 (Maintenance and Support Agreement)). Software

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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.

1.4 **"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 (Maintenance and Support Agreement), and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Software.

1.5 **"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 B (Purchased Products and Services).

2.2 **Third Party Products.** Customer agrees to purchase from Spillman the third party products identified in Exhibit B (Purchased Products and Services). 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 B (Purchased Products and Services), 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 facilities, including any authorized mobile sites. Customer shall give Spillman two (2) weeks prior written notice of any change in the location of Customer's primary facility where the server-based Software is installed; provided that if an immediate change in location is required due to an emergency or disaster recovery, Customer will notify.

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 or electronic copy) 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 B (Purchased Products and Services). 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 B (Purchased and Products and Services). Customer must pay such fees directly to Spillman according to the agreed payment terms set forth in Exhibit B (Purchased Products and Services).

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 (Maintenance and Support Agreement) 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 (Maintenance and Support Agreement), and is familiar with the information, calculations, and reports that serve as input and output of the Software.

7.2   **Spillman Support Contact.** Agency personnel who are authorized to contact Spillman support are listed in Appendix 1, as referenced in Section 6 of Exhibit A (Maintenance and Support Agreement). Spillman reserves the right to refuse assistance or to charge additional fees if the agency representative seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software.

7.3   **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.

7.4   **Proper Environment.** Customer 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.

7.5   **Data Conversion Services.** Spillman assumes no responsibility under this Agreement for converting Customer's data files for use with the Software, except as listed in Exhibit B (Purchased Products and Services) and detailed in a data conversion scope of work.

7.6   **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. With the exception of ODBC, 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. 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 fix or a workaround. 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

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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

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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 the Support and Maintenance Agreement (Exhibit A) – 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 California, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of California 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 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: Garden Grove Police Department

Signature: _____

Print Name: _____

Title:_____

Date: _____

APPROVED AS TO FORM

_____
THOMAS F. NIXON
City Attorney
City of Garden Grove

DATED: ___8/12/14___

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

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 Garden Grove Police Department ("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.** Response Times will be addressed according to Exhibit D: Guidelines for Support and Maintenance Services.

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. Although it is not Spillman standard practice, 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 supplemental charges set forth in Spillman's current Fees Schedule.

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. Spillman will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.

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 Customer's or a third party's use of the Utilities or any software not specifically licensed by Spillman to Customer 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 Customer (or by a third party with Customer'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),
    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 B: Purchased Products and Services, 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 B: Purchased Products and Services, are charged beginning 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: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

_____
THOMAS F. NIXON
City Attorney
City of Garden Grove

DATED: ___8/12/14___

Appendix 1

Authorized Agency Technical Representative(s)
Contact Information

Name: _____

Work Phone:_____

Cell Phone:_____

Email:_____

Fax:_____

Pager:_____

Exhibit B
Purchased Products and Services

See Attached

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Exhibit B (Purchased Products and Services)

Garden Grove Police Dept

Price Estimate Date:	March 20, 2014	Estimate Number:	QUO-05038-V1F8Z0
Expiration Date:	Sept. 30, 2014	Prepared By:	Ryan Montgomery

SpillmanAdvantages

☐   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:	$1,364,190
Software Discount:	(113,842)

Software After Discount:	1,249,148
Professional Services:	139,300
3rd Party/Hardware/ESRI:	110,810
Prepaid Services:	3,200

Total:	**$1,502,458**

S

spillman technologies, inc.
reliable innovation

Exhibit B (Purchased Products and Services)

Garden Grove Police Dept

Price Estimate Date:	March 20, 2014	Estimate Number: QUO-05038-V1F8Z0
Expiration Date:	June 30, 2014	Prepared By: Ryan Montgomery

Integrated Hub	Host Only	Software
Integrated Hub - Names, Vehicles, Property, Wanted Persons		124,756
SentryxGIS (Geobase)		0
Hub Total:		**$124,756**

Records Management	Host Only	Software
Equipment Maintenance		18,967
Evidence Bar Code & Audit Interface		11,378
Evidence Management		22,756
Impound		11,378
Inventory Management		11,378
Law Records		75,838
Licenses and Permits		18,967
Pawned Property		11,378
Personnel Management		22,756
Pin Mapping		22,756
Traffic		22,756
Sex Offender Tracking		22,756
Records Total:		**$273,064**

Computer-Aided Dispatch	Host Only	Software
Alarm Tracking & Billing		22,756
CAD		75,838
CAD Mapping- 9SeatLicense(s)		41,983
E-911Interface- 1SeatLicense(s)		11,378
CAD Total:		**$151,955**

Exhibit B (Purchased Products and Services)

Garden Grove Police Dept

Price Estimate Date:	March 20, 2014	Estimate Number: QUO-05038-V1F8Z0
Expiration Date:	June 30, 2014	Prepared By: Ryan Montgomery

Mobile	Host Only	Software
Brazos XML Interface		28,978
Drivers License Scanning Interface		11,378
Mobile AVL Mapping		37,933
Mobile Incident Offense National Form		75,838
Mobile Records		75,838
Mobile State &National Queries		75,838
Mobile Voiceless Dispatch		75,838
Spillman Touch		37,933
Mobile Total:		**$419,574**

Corrections	Host Only	Software
Jail – Police Dept (Non Custodial Arrest)		45,512
Live-Scan Fingerprinting		28,978
Corrections Total:		**$74,490**

Imaging	Host Only	Software
Imaging		37,933
Imaging Total:		**$37,933**

In Sight	Host Only	Software
In Sight		22,756
In Sight Total:		**$22,756**

State Specific Products	Host Only	Software
State Link		45,512
State Specific Total:		**$45,512**

Other	Host Only	Software
Data Warehouse Interface		11,378
Other Total:		**$11,378**

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Exhibit B (Purchased Products and Services)

Garden Grove Police Dept

| Price Estimate Date: | March 20, 2014 | Estimate Number: | QUO-05038-V1F8Z0 |
| Expiration Date: | June 30, 2014 | Prepared By: | Ryan Montgomery |

Hardware/3rd Party Products	Host Only	Price
911Etherlite- Quantity1		430
Barcode Equipment Bundle		1,930
Includes:		
Datalogic MemorScanner±Part#944201019		
Datalogic Cradle±Part#94A151111		
Datalogic Gryphon USB Scanner±Part# GD4330		
Dymo LabelWriter450Turbo±Part#1752265		
1Spooloflabels±Part#30334- Quantity1		
Cisco891- Quantity1		950
Data Conversion (Amount is very flexible and can be taken off if needed)		87,500
Hardware/3rdPartyTotal:		**$90,810**

Command Solutions Software	Host Only	Software
CompStat Management Dashboard		63,800
Public Access Dashboard		23,930
Command Solutions Total:		**$87,730**

- ☐ Spillman anticipates your Project Manager will provide up to 466 hours and be on-site approximately 3 time (s).
- ☐ Spillman anticipates your Installation Technician will provide up to 458 hours and be on-site approximately 2 time(s).
- ☐ Spillman anticipates your Trainer(s)will provide up to 462 hours and be on-site approximately 20 time(s).

Professional Services Total: $139,300

Prepaid Services	Quantity	Price
Users Conference Attendees	0	2,000
Prepaid Training Weeks	1	1,200
Years of Prepaid Maintenance	0	0
Prepaid Services Total:		**$3,200**

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Exhibit B (Purchased Products and Services)

Garden Grove Police Dept

Price Estimate Date:	March 20, 2014	Estimate Number:	QUO-05038-V1F8Z0
Expiration Date:	June 30, 2014	Prepared By:	Ryan Montgomery

Esri price IS included in Spillman total. This amount must be paid directly to Esri.   **$20,000**

The following is estimated for your planning purposes and is not included in this purchase.

2nd-yearMaintenance(estimated)	Price
2nd-yearMaintenanceTotal:	$154,644

Spillman is a privately held company with more than 1,000 customers nationwide, including many agencies that have Relied on their Spillman partnership for more than 25 years.

Exhibit B (Purchased Products and Services)
Exhibit to Purchase and License Agreement

This Purchase Agreement ("Agreement") is made and entered into by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 Lake Park Blvd, Salt Lake City, UT 84120.

I have read this agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

Spillman technologies, inc.
reliable innovation

Exhibit B (Purchased Products and Services)
Garden Grove Police Dept

Payment Terms	Items	Amount
Amount Due on Contract Signing *payment terms are approximate dates (August 26th)	Software	510,835
Amount Due For Hardware/3rd Party as Delivered (Oct. 26th 2014)	Hardware	110,810
Amount Due Upon Installation of Core Spillman Software (Nov. 29th 2014)	Remaining Software (not including interfaces)	179,718
Amount Due For Interfaces As Installed (Dec. 28th 2014)	Interfaces	103,468
Amount Due for Services As Rendered (phase 1 50% April 15th & phase 2 Oct 29th 2015)	Professional Services	128,350
Amount Due Upon Go-Live (Dec. 2015/Feb. 2016)	Prepaid Services	469,277
	Payment Terms Total:	**$1,502,458**

Garden Grove Police Department

_____
City of Garden Grove

_____
Authorized Signature

_____
Date

_____
Print Name and Title

Exhibit C
Existing Interfaces – Technical Product Documents

INCLUDED IN EXHIBIT C ARE CURRENT TECHNICAL PRODUCT DOCUMENTS AS OF THE EFFECTIVE DATE. FOR FUTURE REFERENCE REFER TO CURRENT TECHNICAL PRODUCT DOCUMENTS.

Orange County State Link

Orange County transactions available from Mobile

State queries available from Summit Mobile	
• Boat Registration queries (BQ)	• Stolen Boat queries (QB)
• Driver's License queries (DQ)	• Stolen Vehicle queries (QVI, QVE)
• Stolen Gun (QG)	• Vehicle Registration queries (RQ)
• Stolen Property (QA)	• Wanted Person queries (QWA, CADDQ, LRNAMQ, TSSINQ)

Local queries available from Summit Mobile	
• Premises queries	• Property queries
• Name queries	• Vehicle queries
• HazMat queries	• Law queries
• Boat Search	

Orange County transactions available from the Spillman software

ADMINISTRATIVE AND FREE FORM MESSAGES

AM   Administrative Messages (AM)

FREE   Free Form (FREE)

LVC   Contact Message Supervised Release File (LCA)

TEST   Test (TEST)

YQ   Hit Confirmation Request (YQ)

YR   Hit Confirmation Response (YR)

Administrative Messages (AM)
The Administrative Messages form is similar to the Free Form text form, but is used to send administrative messages between agencies. The message is sent to the destination's mnemonics or its ORI (Originating Agency Indicator).

Free Form (FREE)
The Free Form text form allows you to enter any text. The format this form uses adds the appropriate headers to the message to route it to the CLETS router. This is used to manually enter messages for inquiries that would be unavailable using the other forms.

LVC Contact Message Supervised Release File (LCA)

Test message

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Hit Confirmation Request and Response (YQ & YR)

When you receive a "hit" for an inquiry in the SVS, WPS, AFS, APS, or DVROS on a record entered into the system and the person or property of record is the same as the person or property of inquiry, the inquirer must immediately teletype or telephone the record owner for confirmation of the hit. This ensures the validity of the "hit" before an arrest or a seizure is made, thereby minimizing the potential for a false arrest and agency liability. For example, if an agency pulls over a vehicle on a traffic stop, and upon running the vehicle discovers that it may be stolen, no arrests should be made until the vehicle is confirmed as stolen by the record owner (the agency originating the record). This applies to all records you enter into CJIS where the inquiry produces a response of "IMMEDIATELY CONFIRM WITH."

Hit Confirmation Request (YQ)

The Hit Confirmation Request form is used to request a confirmation on the validity of a hit. There are two formats, one for California inquiry and one for a national inquiry. Enter an NCIC number to send the national format, and a California File Control Number (FCN) to send the California format. There are eight databases in California that use this form and nine nationally (Stolen Securities is not available for California). These are listed below. The "Request Type" needs to be one of the abbreviations listed below. This will determine which values are required in the form. For example, if you are requesting the confirmation request on a missing person, you do not need to fill in the gun caliber field.

SV	Stolen/Felony Vehicle	SL	Stolen License	SB	Stolen Boat
WP	Wanted Person	SG	Stolen Gun	SP	Stolen Part
MP	Missing Person	SA	Stolen Property	SS	Stolen Security

Hit Confirmation Response (YR)

The Hit Confirmation Response form is used to respond to a hit confirmation request. It works with the Hit Confirmation Request and has a format for California and a second format for national, as well as using the same nine databases. Enter an NCIC number when you respond to a national hit confirmation request. Enter an FCN number when you respond to a state hit confirmation request.

AUTOMATED PROPERTY SYSTEM (APS)

EA   Enter Article (EA)

LA   Locate Article (LA)

MA   Modify Article (MA)

QA   Query Article (QA)

XA   Cancel Article (XA)

Enter Article (EA)

The Enter Article form allows you to place a single record entry, group record entry, pawn or buy record entry, and pawn or buy for non-serialized property record entry into the APS. Each time you enter a record, the system searches for a matching record. If the system finds a duplicate record, the entry is rejected and an appropriate response is sent to your agency.

Locate Article (LA)

The Locate Article form allows you to locate the stolen property record of an item that your agency has recovered but that was entered by another agency. You can search California or NCIC for a single article record or a group of records. An agency cannot place a Locate on its own stolen record. Instead the record must be canceled.

Modify Article (MA)
The Modify Article form allows you to add, delete, or correct the information in a single article record or a group of APS records. The MKE, ORI, FCN, SER, OAN, NAM, DOB, DOC, and XRF fields cannot be modified.

Query Article (QA)
The Query Article form allows you to search the APS and the NCIC Article File by serial number, owner-applied number, miscellaneous ID number, and name for information about the status of a specific item of property. The system processes all inquiry messages in APS or NCIC, based on the Message Key. Your inquiry must contain SER or OAN and one or more, in any combination, of the CAT, ART, BRA data fields for APS. For your inquiry to search NCIC, you must use SER or OAN and the CAT and ART data fields.

Cancel Article (XA)
The Cancel Article form allows you to remove a single record or a group of records from APS and NCIC. Only the agency that entered the original APS record or DOJ record can cancel a record.

AUTOMATED BOAT SYSTEM (ABS)
CB   Clear Boat (CB)

EB   Enter Boat (EB)

LB   Locate Boat (LB)

MB   Modify Boat (MB)

QB   Query Boat (QB)

XB   Cancel Boat (XB)

Clear Boat (CB)
The Clear Boat form allows you to remove a single, base or associate boat record from Active or Locate status when the boat or boat part has been recovered. A cleared stolen boat record remains in the ABS for 30 days in Clear status. When you clear a boat part record, the computer purges it. Only your own agency or DOJ can clear a record entered by your agency.

Enter Boat (EB)
The Enter Boat form allows you to enter a boat record or a boat part record into the ABS. Each time you enter a record, the system searches for matching records. If the system finds a duplicate record, the entry is rejected. However, if a recovered (cleared) boat record is in ABS for the same boat you entered, the cleared record is purged and the record you entered is accepted.

Locate Boat (LB)
The Locate Boat form allows you to locate the record of a boat or boat part that your agency recovered but that was entered by another agency. You can search for a single and associated boat record. Also you can search nationally by NCIC number, registration number, and boat hull number. However, you cannot place a Locate on your own record. The record must be cleared instead.

Modify Boat (MB)

The Modify Boat form allows you to add, delete, or correct the information in one or more data fields of an existing single, base or associate ABS record.

Query Boat (QB)

The Query Boat form allows you to search the ABS and the NCIC Boat Files for information about the status of a specific boat or boat part. You can search for a boat record by File Control Number, registration, boat hull, engine, and Owner-Applied Number. Also, you can search for a boat part record by Owner-Applied Number and serial number. There are several ABS inquiry formats. Some inquiries are forwarded to NCIC, and others stay in ABS. All inquiries must include a key data field (REG, BHN, OAN, SER or FCN) as a search argument.

Cancel Boat (XB)

The Cancel Boat form allows you to remove an entire base or associate boat record from the ABS. Only the agency that entered the original ABS record or DOJ record can cancel the record.

CAD

CADDQ	CAD Driver's Query (CADDQ)
CADRQ	CAD Vehicle Registration Query (CADRQ)

CAD FORMS

The CAD commands dq and rq allow you to access an External Com query.

CAD DQ (CADDQ)

The CAD DQ form allows you to search for a driver by name in-state or nationally (NLETS) and to search for a person by name.

CAD RQ (CADRQ)

The CAD RQ form allows you to search for a vehicle in-state or nationally (NLETS).

CRIMINAL HISTORY

EP	Enter Person (EP)
ESA	Enter Sex or Arson Reg (ESA)
EVC	Enter Supervised Release File (EVC)
MVC	Modify Supervised Release File (MVC)
QDL	Query Driver's License (QDL)
QH	Query Criminal History (QH)
QSA	Query Sex or Arson Registration (QSA)
QSR	Query Supervised Release File (QSR)
XVC	Cancel Supervised Release File (XVC)
RAP	Rap Sheet (RS) (Only cabuepd has this screen)
RS	Rap Sheet (RS) (Only cabuepd has this screen)

Query Criminal History (QH)

The Query Criminal History form allows you to search for criminal history records by name and number, or for records available in the NCIC.

AUTOMATED FIREARMS SYSTEM (AFS)

EG   Enter Gun (EG)

QG   Query Gun (QG)

LG   Locate Gun (LG)

XG   Cancel Gun   (XG)

MG   Modify Gun (MG)

Enter Gun (EG)

The Enter Gun form allows you to enter a Law Enforcement or Historical gun record in the AFS. Each time you enter a record, the system searches for matching records.

If the record you enter in the Law Enforcement segment of AFS matches the SER, MAK, CAL, and TYP fields of a record on file, AFS sends the response "MATCHES IN AFS" and displays the record(s) that match the entry.

If you enter a record in the Historical segment of AFS, only matching Law Enforcement records are returned. Entries that receive a "MATCHES IN AFS" response will be accepted. However, if a duplicate record is found (matching in ORI, SER, MAK, CAL, TYP, as well as DOC and OCA), your entry will be rejected.

Locate Gun (LG)

The Locate Gun form allows you to locate the gun record of a firearm that your agency has recovered and receive a positive hit confirmation from the entering agency confirming the identification of a "stolen" or "lost" firearm record entered in AFS and/or NCIC. You can locate a firearm by the California file control number, serial number, and NCIC number in the national database. A Locate message cannot be placed on a record entered by your agency (the originating agency must cancel that record). When an agency places a Locate on a Stolen record, AFS and NCIC automatically cancel the Stolen record 10 days after the Date of Locate (DOL).

Modify Gun (MG)

The Modify Gun form allows you to add, delete, or correct information in one or more data fields of an existing AFS record.

Query Gun (QG)

The Query Gun form allows you to search for a specific firearm or a firearm associated with a specific person. You can search by serial number, California file control number, originating agency case number, and name information. AFS provides the best matching records based on the selection criteria when you search by name. If you search by serial number using a law enforcement format, AFS relays the inquiry to the NCIC Gun File so that a response is received from both files.

Cancel Gun (XG)

The Cancel Gun form allows you to delete a firearm record from the AFS. Only the agency that entered the original DOJ record can cancel a record.

MISSING AND UNIDENTIFIED PERSONS SYSTEM (MUPS)

EP   Enter Person (EP)

EMID   Enter Person (EMID)

EMPS   Enter Person Suspect (EMPS)

EMV   Enter Person Vehicle (EMV)

LP   Locate Person (LP)

MP   Modify Person (MP)

MMPS   Modify Missing Person Suspect (MMPS)

MMPV Modify Missing Person Vehicle (MMPV)

QP   Query Person (QP)

XP   Cancel Person (XP)

From your (CLETS) terminal you can access the California Department of Justice (DOJ), which maintains the Missing/Unidentified Persons System (MUPS), and the FBI's National Crime Information Center (NCIC), which maintains the Missing Person File. Although "MUPS" is an acronym for both Missing and Unidentified Persons, "MPS" refers to the Missing Persons System portion of "MUPS."

Enter Missing Person (EP)

The Enter Missing Person form allows you to enter a record into the MPS. Each time you enter a record, the system automatically sends a message to NCIC. Also, the MPS automatically compares all unidentified person records in the Unidentified Persons System for possible matches. These comparisons are performed once a day. The MPS returns the results to the entering agency and to any agency for which a possible match has been made.

Enter Missing Person Identifiers (EMID)

The Enter Missing Person Identifier form is used to enter additional identifying characteristics for a missing person. This message key may be used only once per record. Once the EMID message key is used, any additions to the identifier portions of the record must be done with the MMID (Modify Missing Identifiers) or MMPD (Modify Missing Person Description) message keys.

Enter Missing Person Suspect (EMPS)

The Enter Missing Person Suspect form allows you to enter suspect information associated with a missing person. This message key can be used three times per record to add three separate suspects to any one record in MPS.

Enter Missing Person Vehicle (EMV)

The Enter Missing Person Vehicle form allows you to enter vehicle information associated with a missing person. This message key can be used three times per record to add three separate vehicles to any one record.

Locate Missing Person (LP)

The Locate Missing Person form allows you to locate a state or NCIC missing person record when your agency finds a missing person whose record was entered by another agency.

Modify Missing Person (MP)

The Modify Missing Person form allows you to add, delete, or correct the information in single- or multiple-frequency data fields of an existing record.

Modify Missing Person Suspect (MMPS)

The Modify Missing Person Suspect form allows you to add, delete, or correct the information in single- or multiple-frequency data fields of an existing missing person suspect record.

Modify Missing Person Vehicle (MMPV)
The Modify Missing Person Vehicle form allows you to add, delete, or correct the information in one or more data fields of an existing missing person vehicle record.

The Query Vehicle Registration form allows you to search for vehicles in California by license plate number, Vehicle Identification Number (VIN), and the name of the person or company to whom the vehicle is registered.

Query Missing Person (QP)
The Query Missing Person form allows you to search the MPS file for a missing person record by name, file control number, originating case number, driver's license number, vehicle license plate, vehicle make and characteristics, and dental characteristics. You can also search NCIC by NCIC number, driver's license number, license plate number, FBI number, miscellaneous ID number, and Social Security number. The information entered into the form determines which format is sent.

Cancel Missing Person (XP)
The Cancel Missing Person form allows you to delete an entire record or a block of information in MPS (for example, all information associated with suspect #3 or all information associated with vehicle #1 is a block of information). Only the contributor of an original MPS record and DOJ can cancel all or part of a record.

DOMESTIC VIOLENCE RESTRAINING ORDER SYSTEM (DVROS)
ERO   Enter Restraining Order (ERO)

MRO   Modify Restraining Order (MRO)

QRO   Query Restraining Order (QRO)

SRO   Serve Restraining Order (SRO)

XRO   Cancel Restraining Order (XRO)

Enter Restraining Order (ERO)
The Enter Restraining Order form allows you to enter a restraining order record into the DVROS. Any agency can enter a restraining order into DVROS as long as your agency holds a copy of the restraining order. Only one agency should enter an order into DVROS.

Modify Restraining Order (MRO)
The Modify Restraining Order form allows you to add, delete, or correct the information in one or more single- or multiple-frequency data fields of an existing DVROS record.

Query Restraining Order (QRO)
The Query Restraining Order form allows you to search the DVROS files by California File Control Number and restraining order number. You can also search the DVROS by using the OCA or NAM and SEX of the restrained person or protected person(s). Using the other fields in the name inquiry narrows the search if those fields were used in the initial entry.

Serve Restraining Order (SRO)
The Serve Restraining Order form allows you to enter restraining order information into DVROS immediately after the restraining order is served. The Serve Restraining Order form is also used when the agency that served the restraining order is different from the agency that entered the restraining order into the database.

Cancel Restraining Order (XRO)
The Cancel Restraining Order form allows you to delete an entire restraining order record from DVROS. Only the agency that entered the original DVROS record and DOJ record can cancel a record.

Cancel a restraining order when:

- A restraining order is terminated by the court

- A restraining order is entered in error

- The subject of the restraining order is deceased

DEPARTMENT OF MOTOR VEHICLES (DMV)

CV	Clear Vehicle (CV)
EV	Enter Vehicle (EV)
LV	Locate Vehicle (LV)
MV	Modify Vehicle (MV)
QV	Query Vehicle (QV)
QVC	QVC Inquiry (QVC)
QVR	Query Vehicle Registration (QVR)
XV	Cancel Vehicle (XV)
QVM	Query Vehicle (QVE, QVI) (only cabuepd has this screen)

Clear Vehicle (CV)

The Clear (Recovered) Vehicle form allows you to remove a record from active or locate status when the vehicle, vehicle part, or license plate has been recovered. When you clear a stolen vehicle record or felony vehicle record, it will remain in SVS for 30 days in clear status. When you clear any other type of record, the computer purges the record.

Enter Vehicle (EV)

The Enter Vehicle form allows you to enter vehicles, license plates, vehicle parts, stolen or missing vehicles, and stolen or missing license plates into the SVS. Each time you enter a record, the system searches for matching records. If the system finds a duplicate, the entry is rejected. However, if the entry matches a cleared vehicle, the cleared vehicle entry is purged and the new entry is accepted.

The MKE field allows you to enter the following flags:

- For a vehicle: Stolen, Stolen–Hold for prints, Stolen–Armed and dangerous, Stolen–Hold for prints and armed and dangerous, Felony, Felony–Hold for prints, Felony–Armed and dangerous, Felony–Hold for prints and armed and dangerous, Stored, Impounded, Missing person vehicle, Reported lost vehicle, Repossessed vehicle, and Pawned.
- For stolen license plates: One lost/stolen plate (motorcycle or trailer), Two lost/stolen plates, Felony, Found/Evidence, and One lost/stolen plate.
- For stolen parts: Part record and Found/Evidence.

Locate Vehicle (LV)

The Locate Vehicle form allows you to locate a record for a vehicle, vehicle part, or license plate that your agency found but that was entered in the SVS by another agency. Search by license plate number and VIN. A Locate cannot be placed on a record that was entered by your own agency.

Modify Vehicle (MV)

The Modify Vehicle form allows you to add, delete, or correct the information in one or more single- or multiple-frequency data fields of an existing SVS record.

Query Driver's License (QDL)

The Query Driver's License form allows you to search the California or national DMV for a driver's license record by name and driver's license or NLETS by license plate, VIN, and owner name.

Query Vehicle (QV)

The Query Vehicle form allows you to search for a vehicle or license plate record by File Control number, License plate, VIN, ENG, and OAN or vehicle parts by serial number and OAN in the SVS and the NCIC

vehicle files. There are several SVS inquiry formats. Some inquiries are forwarded to NCIC, and others end in SVS.

Query Vehicle Registration (QVR)

Cancel Vehicle (XV)

The Cancel Vehicle form allows you to delete an entire vehicle record from the SVS. Only the agency that entered the original SVS or DOJ record can cancel a record. A located record must be cleared and then canceled.

STOLEN VEHICLE SYSTEM (SVS)

From your CLETS terminal you can access the California Department of Motor Vehicles (DMV), which maintains vehicle registration files; the California Department of Justice (DOJ), which maintains the Stolen Vehicle System (SVS); and the FBI's National Crime Information Center (NCIC), which maintains the Vehicle File. To find out whether a criminal justice agency has reported a vehicle, vehicle license plate, or vehicle part as stolen, use the SVS. To obtain owner information about a vehicle, use the DMV files.

WARRANT FORMS

EW   Enter Warrant (EW)

QW   Query Warrant (QW)

LW   Locate Warrant (LW)

XW   Cancel Warrant (XW)

MW   Modify Warrant (MW)

QWA   Query Name (QWA, LARS - LRNAMQ, SRCHS – TSSINQ, CLETS - CADDQ)   (only cabuepd has this screen)

Wanted Persons Systems (WPS)

From your California Law Enforcement Telecommunications System (CLETS) terminal you can access the California Department of Justice (DOJ), which maintains the Wanted Persons System (WPS), and the FBI's National Crime Information Center (NCIC), which maintains the Wanted Person File. These systems assist you in arresting wanted persons.

Enter Warrant (EW)

The Enter Warrant form allows you to enter a warrant record into the WPS. Each time you enter a record, the system searches for matching records. If a duplicate record is found, the entry is rejected.

Locate Warrant (LW)

The Locate Warrant Form allows you to locate a wanted person record in California or nationally. Use a Locate Warrant when your agency has apprehended the subject of a wanted person record that was entered by another agency. Your agency cannot use a Locate on its own records. When your agency apprehends the subject of a record, the record must be canceled by the agency that entered the record.

Modify Warrant (MW)

The Modify Warrant form allows you to add, delete, or correct the information in either a single-frequency or multiple-frequency data field of an existing WPS record. The form does not check the values entered into the old or new value fields.

Query Warrant (QW)

The Query Warrant Form lets you search for a warrant record by Name or ID Number, California File Control Number, NCIC number, Warrant Number, Origination Agency Case Number, and the NCIC by name. When the WPS accepts your inquiry, it searches the file and returns a response to your terminal.

Cancel Warrant (XW)

The Cancel Warrant form allows you to delete an entire warrant record from the WPS. Only the agency that entered the original WPS record and DOJ record can cancel the record.

Use the Cancel Warrant form when:

- The warrant has been cleared by arrest or bail, or the subject is in custody
- The warrant is recalled or purged by the court
- A locate has been placed on your WPS record, and you have made arrangements for transportation or have placed a hold with the arresting agency
- The warrant was entered in error
- The subject of the warrant is deceased
-

SEARCH AND SEIZURE
AWS   Name Query (AWNAMQ)

AWSN Number Query (AWNUMQ)

SEX AND ARSON REGISTRATION
USA   Update Sex and Arson Registration (USA)

E9-1-1 Interface

Description
The Spillman E911 Interface receives Automatic Name Identification/Automatic Location Identification (ANI/ALI), and latitude and longitude coordinate information from a Spillman-approved E911 system and incorporates that information into a new Active Call record in the Spillman CAD module.

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 completed onsite and over the support modem.

Hardware

- Approved ANI/ALI equipment, installed and functional

- For ANI/ALI equipment using a serial CAD port:

    o   TCP/IP network connection to the UNIX server, within 15 feet of the ANI/ALI CAD port

    o   10/100 baseT auto-detecting Ethernet hub

    o   Etherlite serial port server (Spillman Technologies will purchase only the initial Etherlite.)

- o Serial cable connection the ANI/ALI serial CAD port to the Etherlite serial port server

- o Static IP address for the Etherlite serial port server

- o Power source for the Etherlite serial port server (within 15 feet of ANI/ALI CAD port)

- o A static host name or IP address for the ANI/ALI provided the ANI/ALI equipment will serve as a TCP host

- o A static, unused IP port number

- Static IP address and computer name for each Spillman 911 dispatch station

- ANI/ALI station number for each Spillman 911 dispatch station

Software

- Spillman CAD module

- Device drivers for the Etherlite serial port server (CAD Serial Port option)

Documentation

- User documentation is included in the CAD User's Guide

- SAA Documentation is located in the Application Setup and Maintenance Manual

Training

- SAA Training is included in the standard SAA training

- User Training is included in the CAD user training

Evidence Barcode and Audit Interface

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 UNIX 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 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

Audit hardware (Spillman will purchase initial hardware only)

- Portable scanner with batteries

- Docking station with power supply

Software

- Spillman Evidence module

- Device drivers for the two-port Etherlite Serial Port Server

Data Warehouse Interface

Description

The Automated Export Utility was developed to give agencies the ability to export data from their database automatically and in a granular fashion. The export is highly definable by the SAA (Spillman Applications Administrator) in terms of tables, fields and even data in those fields to include or exclude in the export. The SAA also determines the location on the Spillman server or SFTP server to which the text files are exported. Once the files have been sent to the designated location they are available for pickup by a third party or other application utilizing the data.

The Automated Export Utility was developed specifically for data warehousing. As such, it does *not* just send data from the last export; rather it exports *all* records in the tables defined in the export configuration and saves them in a specified directory, replacing the files from the last export. Therefore, it only stores the newest files from the most current export. The Export Utility is set to a cron timer which is configured to run the export however frequent is needed.

There are several data warehouse companies utilizing the Automated Export Utility and a specific export configuration has been saved for these specific companies. The names of those companies or programs are: RAIN, LINX, and CopLink.

Requirements
General

- A general understanding of delimited text files and .tar files is helpful if an agency is going to use the Export Utility for general use. If the RAIN, LINX, or CopLogic Interface(s) are purchased, a Spillman Installations Technician will install the Export Utility with the specific configuration for the purchased program.

  To configure the Automated Export Utility, a text file is modified which stores all the settings for the export. There is no user interface. An SAA must be comfortable modifying text files with the appropriate syntax to operate the Automated Export Utility

- SAA certification is highly recommended. . A UNIX or Windows cron will need to be set up which controls when the Export Utility runs. This requires the training and a technical understanding of a certified SAA. If one of the before mentioned programs is purchased, the Spillman Installation Technician will set up the Cron.

Hardware

- Standard Spillman Hardware requirements apply. No new hardware is needed for the Automated Export Utility to function.

- The Export Utility is supported on both a Windows and UNIX server.

Software

- Spillman Version 4.6 +.

  Note: Photos can be exported in version 4.6 but is not available for version 6.1 +.

- Automated Export Utility must be purchased and installed on the Spillman Server.

Documentation

- **Automated Export Utility Configuration Set Up** – This document explains how to modify the configuration file to manage what information is exported from the Spillman database.

Training

- No training is available for the Automated Export Utility.

Driver's License Interface

Description

Mobile officers need the ability to swipe or scan a driver's license rather than manually entering the data to send state or local queries. Additionally officers need the ability to use the data from a scanned license to populate state forms and Spillman Field Reporting forms.

The Mobile Driver License Scanning module gives field officers these capabilities.

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.

Live Scan Interface

Description

The Live-Scan Fingerprint Interface lets you transfer biographical and arrest information from the Spillman software to any combination of selected live-scan fingerprint machines, typically for use with fingerprint cards.

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.

- If your agency purchased installation services to set up multiple live-scan machines, each task listed in this document must be completed for each machine.

- The Spillman Application Administrator (SAA) or designated assistant must be available to test the interface functionality and check the content of the data file.

- The agency is responsible for all network connectivity.

- If the live-scan vendor modifies any functionality or method of operation of their product and if these modifications require Spillman Technologies to recode any portion of the interface, additional fees for programming will apply.

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- Once the live-scan interface has been installed and is operational, the agency is responsible for payment of any additional expenses required by the live-scan vendor.

Hardware

- The live-scan machine must be operational and compatible with Spillman specifications.

- The live-scan machine must have a TCP/IP connection to the UNIX server where the Spillman software is loaded.

- If the live-scan machine is connected to a local network only, a local static IP address is needed for the live-scan server's network card.

- If the live-scan machine is connected to the state, a second network card or routers to the state machine and the Spillman server are required.

Software

- The Spillman Law Records Management module or the Jail Management module is required.

Exhibit D
Guidelines for Support and Maintenance Services

These guidelines provide information on Spillman's standard support coverage, the services which are included as part of annual software support, a listing of call priorities, an outline of escalation procedures and other important details. In case of dispute or possible contradiction, Exhibit A: Maintenance and Support Agreement will take precedence over information provided in this exhibit.

The services listed below are services that are included as part of your software support.

1. 800 Toll Free Telephone support
2. Guaranteed Support on the Software's existing applications for life of the software
3. Cost effective upgrade solutions
4. Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the Statement of Work)
5. Technical troubleshooting & issue resolution
6. E-mail support call logging and notification
7. Free eSupport access 24 x 7 with the following on-line benefits:
   a. Log & close calls
   b. View & update calls
   c. Update contact information
   d. Access published documentation
   e. Access available downloads
   f. Access Support knowledge base
   g. Participate in Discussion Forums if available
8. Standard software releases and updates
9. Defect corrections (as warranted)
10. Planned enhancements
11. Consideration to participate in BETA program
12. Release notes
13. Customer Care Program
14. Quarterly Newsletter with support tips
15. Communication on new products and services

HelpDesk Hours
Standard hours of support are from 8:00 a.m. MST to 5:00 p.m. MST, Monday to Friday, excluding designated statutory holidays. Support hours may vary by specific product line. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

Error Priority Levels & Resolution Targets
For Spillman's support services to resolve problems expeditiously, it is important that an Authorized Contact isolate the nature of the problem and determine if it is a hardware, software, or third-party issue. The Customer will attempt to document the method of

failure to the best of its ability with appropriate diligence, in order to facilitate a swift and effective resolution.

The Customer initially will categorize an Error according to priority level of the problem per the mutually agreed upon definitions below. When ambiguity as to the priority level exists, the Customer is encouraged to err on the side of caution and classify the error at the more severe level. While working with Spillman's support representative, Spillman and the Customer may mutually raise or lower the priority level of the Error, depending on the findings during problem investigation. Actual determination of the level will be a function of discussion between the Customer and the Support Services Control Center, the kind of agency involved and the operation procedures and policies employed by that agency.

- A Priority Zero Level Error (P0) is a failure to meet Product Specifications that results in:
- The entire System or a core System Component (i.e., HUB, RMS, JMS, CAD, Mobile) does not function

- A Priority One Level Error (P1) is a failure to meet Product Specifications that results in:
- Inability to use a module within a System Component
- Material data loss
- Material data corruption

- A Priority Two Level Error (P2) is a failure to meet Product Specifications that results in:
- Productive, but incomplete, operation wherein a workaround is generally available

- A Priority Three Level Error (P3) is a minor failure to meet Product Specifications that results in:
- Mainly cosmetic issues wherein workarounds or configurable options are generally available

Spillman will respond to and resolve Errors according to the Response Times and Resolution Targets stated in Table 1.

Table 1: Error Priority Levels, Response Times and Resolution Targets

Priority	Response Time	Resolution Target
Level Zero (Critical)	▪ M-F, 8:00AM-5:00PM Mountain Time – Immediate* Other (after hours and holidays) – Within 30 minutes of notification	12 hours – Program code correction or a procedural work around (regardless of time of day reported)
Level One (High)	▪ M-F, 8:00AM-5:00PM Mountain Time and Other (after hours and holidays) – Within six hours of notification	▪ 48 hours – Program code correction or a procedural workaround identified
Level Two (Medium)	▪ M-F, 8:00AM-5:00PM Mountain Time and Other (after hours and holidays) – Within six business hours of notification	▪ One week – Procedural workaround ▪ Mutually agreeable resolution, which could be a program code correction in a future software release or a procedural workaround
Level Three (Low)	▪ M-F, 8:00AM-5:00PM Mountain Time and Other (after hours and holidays) – Within six business hours of notification	▪ One week – Procedural workaround ▪ Program code correction may or may not be provided in a future software release or other mutually acceptable resolution

* Immediate means problem resolution is initiated at the time of notification in most cases.

Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with the Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward resolving the Error in accordance with the Resolution Target specified for the type of Error in Table 1.

Call Process
All issues or questions reported to support are tracked via a support call. Support analysts cannot provide assistance unless a support call is logged. The current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Each call must contain at a minimum: the Customer name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other pertinent information.

- The support system or one of the support analysts will provide the Customer with a call i.d. to track the issue and the call will be logged into a support tracking database.

- Each call will be stored in a queue and the first available support representative will be assigned to deal with the issue.

- As the support representative assigned to the call investigates the issue, the Customer will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If the support analyst requires additional information, he/she will contact the Customer to obtain the information required.

- All correspondence and actions associated with a call will be tracked in the support database. At any time, if available to the Customer, the Customer may log onto Spillman's website to see the status of each call.

- Once the call has been resolved, the Customer will receive an automated notification by email that the call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. The Customer also has the option of viewing both open and closed calls for up to 90 days, if available to the Customer, via Spillman's website.

- If the issue needs to be escalated to a development resource or programmer for resolution, the issue will be logged into a development tracking database and the Customer will be provided with a development i.d. number to track the progress of the issue. The development i.d. number will remain open until the issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

- The Customer may contact the support department at its convenience for a status update on your development issues, or log onto Spillman's website (if available to the Customer) to view issues on-line.

Connection Methods
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 Software.

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Veteran's Day	Closed
Thanksgiving	Closed
Day after Thanksgiving Day	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
Day after Christmas Day	Closed
New Year's Eve	Early Closure

Exhibit E
Insurance Requirements

1. <u>COMMENCEMENT OF WORK</u>.   CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY.

2. <u>WORKERS COMPENSATION INSURANCE</u>.   During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

3. <u>INSURANCE AMOUNTS</u>. CONTRACTOR shall maintain the following insurance for the duration of this Agreement. If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

   (a)   Commercial general liability in an amount not less than of $1,000,000.00 per occurrence **(claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

   (b)   Automobile liability in an amount not less than $1,000,000.00 combined single limit **(claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to   CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

   (c)   Professional liability in an amount not less than $1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

   An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations

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performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.