



## **CITY COUNCIL AGENDA**

**April 4, 2017**

**REGULAR SESSION - 6:00 P.M.**  
**CLOSED SESSION FOLLOWING**

**ANDERSON CITY HALL**  
1887 Howard Street

### **PARTICIPATION BY PUBLIC IN MEETING**

Please review the Agenda to determine if the subject you wish to discuss is scheduled for Council consideration. If it is on the Agenda, you will have an opportunity when that matter comes up for discussion to briefly address the Council.

If the subject is *not* on tonight's Agenda, please complete an Agenda Request Form (on Clerk's table) and present it to the City Council Clerk. You will have the opportunity to speak on the subject under Item 5.2. However, if the item is not on the Agenda, each speaker will be limited to one three (3) minute opportunity to speak, unless the City Council makes an exception due to special circumstances.

The Brown Act prohibits the Council from taking action on any item not placed on the printed Agenda in most cases.

The Brown Act requires any non-confidential documents or writings distributed to a majority of the City Council less than 72 hours before a regular meeting will be made available to members of the public at the same time they are distributed.

City Council meetings are televised and can be seen live on Cable Public Access Channel **181** (previously Channel 11) and on tape delay the following morning at 10:00 a.m. City Council meetings may also be viewed on the City's website at [www.ci.anderson.ca.us](http://www.ci.anderson.ca.us) by clicking on the TV icon on the Home Page.

In compliance with the Americans with Disabilities Act, the City of Anderson will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (378-6646) to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.**

**REGULAR SESSION – 6:00 P.M.**

- 1.0 **ROLL CALL – COUNCIL:** Councilmember Neutze  
Councilmember Hunt  
Councilmember Baugh  
Vice-Mayor Connick  
Mayor Browning
- 2.0 **INVOCATION** – Pastor Tom Lucatorta, Heritage Baptist Church, will give the invocation.
- 3.0 **PLEDGE OF ALLEGIANCE** –Councilmember Stan Neutze.
- 4.0 **INTRODUCTIONS** – Police Chief Michael Johnson will introduce newly promoted Sergeant Eric Haynes and the City Clerk will conduct the swearing in ceremony.
- 4.1 **PRESENTATIONS** – Shasta Mosquito Vector Control Manager Peter Bonkrude will present their Annual Report.
- 4.2 **PROCLAMATIONS**
- a. Proclaiming April as Child Abuse Prevention Month will be presented to Child Abuse Prevention Council Board Member Marjorie Carneiro.
  - b. Proclaiming April as Sexual Violence Awareness Month will be presented to Angela Jones, Executive Director of One SAFE Place.
  - c. Proclaiming April as Dispatcher Appreciation month will be presented to Chief Michael Johnson.
- 5.2 **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA** - *Anyone in the audience who wishes to address the Council on a subject which is not on tonight's agenda is now invited to come to the podium. Please provide your name and the subject you wish to discuss. Please limit your remarks to 3 minutes or less.*

**CONSENT AGENDA**

- 6.0 **CONSENT AGENDA** - *Consent Agenda items are expected to be routine and non-controversial. They will be acted upon by the Council at one time without discussion. Any member of the public, staff or City Council may request that an item be removed from the Consent Agenda for separate discussion. Are there any requests to remove any items from the Consent Agenda?*
- 6.1 **MINUTES** - Approve the minutes of the regular meeting of March 21, 2017.

- 6.2 **WARRANTS** - Receive and file warrant 7490 to 7561 in the amount of \$69,401.45; warrant 7562 to 7617 in the amount of \$207,293.93; an ACH in the amount of \$1,142.90; and an ACH in the amount of \$25,786.40.
- 6.3 **CITY ATTORNEY**
- a. Enact Ordinance No. 806 (Second Reading), amending the Anderson Municipal Code by adding Chapter IV, entitled "Regulation of Unmanned Aircraft" to Article 9, as Introduced (First Reading) on March 21, 2017.
  - b. Enact Ordinance No. 807 (Second Reading), amending Chapter 17.02.135-Animals, Fowl, Beekeeping of the Anderson Municipal Code regulating the number of animals that may be kept, as Introduced (First Reading) on March 21, 2017.
- 6.4 **CITY CLERK** - Waive reading, except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.
- 6.5 **CITY MANAGER** - None.
- 6.6 **ASSISTANT CITY MANAGER/FINANCE DIRECTOR/TREASURER** - (1) Adopt a resolution directing PACE Civil Engineering to file the Annual Report for Assessment District No. 1993-2, with no rate increase or change in assessment methodology; (2) Adopt a resolution directing David Taussig & Associates, Inc. to file the Annual Report for Landscape and Lighting Assessment District No. 2006-1 for the Vineyards at Anderson, with an authorized cost of living increase; (3) Adopt a resolution directing EFS Engineering, Inc. to file the Annual Report for South Ridge Terrace - Unit 1 Landscaping Maintenance District, with an authorized cost of living increase; and (4) Adopt a resolution directing Pace Civil Engineering, Inc. to file the Annual Report for Sanitary Sewer Maintenance District 01-09, Silvergate Subdivision, with an authorized cost of living increase.
- 6.7 **COMMUNITY SERVICES DEPARTMENT** - None.
- 6.8 **DEVELOPMENT SERVICES DEPARTMENT** - None.
- 6.9 **POLICE DEPARTMENT** - None.
- 6.10 **PUBLIC WORKS DEPARTMENT** - None.

**END OF CONSENT CALENDAR**

- 6.11 **ITEMS (IF ANY) REMOVED FROM THE CONSENT CALENDAR** - *Items removed from the Consent Agenda for discussion will be treated as Regular Agenda items and any member of the public may request to address the Council on any such item as it comes up for discussion. Please provide your name and limit your remarks to 3 minutes or less.*

## **PUBLIC HEARINGS**

Any person may speak on items scheduled for hearing at the time the Mayor declares the hearing open. ALL LEGAL NOTICES WERE GIVEN ACCORDING TO LAW.

- 7.0 PUBLIC HEARING – CITY COUNCIL RESOLUTION AUTHORIZING AN EXTENSION OF WATER SERVICE OUTSIDE CITY LIMITS TO PROPERTY AT 19912 RIVERSIDE AVE., ANDERSON, CA (WEAVER PROPERTY).

### **RECOMMENDED ACTION:**

1. **Conduct a Public Hearing; and**

**By Motion;**

2. **Adopt the attached Resolution requesting the Shasta Local Agency Formation Commission initiate proceedings for a water services extension outside the City limits to serve the property located at 19912 Riverside Avenue, Anderson, CA; (Shasta County APN 050-530-015); and**
3. **Determine that the proposed water line extension is categorically exempt from CEQA pursuant to CEQA Guidelines §15303 Class 3 (d) “New Construction Or Conversion Of Small Structures”; and**
4. **Authorize the City Manager to execute the Service Extension and Annexation agreement on behalf of the City.**

## **REGULAR AGENDA**

- 8.0 **REGULAR AGENDA** – *Regular Agenda Items will be discussed individually and in order. Any member of the public may request to address the Council on an item as it comes up for discussion. Please provide your name and limit your remarks to 3 minutes or less.*
- 8.2 **CITY ATTORNEY** – None.
- 8.3 **CITY MANAGER** – None.
- 8.4 **CITY CLERK** – None.
- 8.5 **ASSISTANT CITY MANAGER / FINANCE** – None.
- 8.6 **COMMUNITY SERVICES DEPARTMENT** – None.
- 8.7 **DEVELOPMENT SERVICES DEPARTMENT** – None.

8.8 **POLICE DEPARTMENT**

8.8a **APPROVAL OF AN INTEGRATED PUBLIC SAFETY SYSTEM (IPS) AGREEMENT**

**RECOMMENDED ACTION:**

**By motion; Approve and authorize the Mayor to sign an Integrated Public Safety System (IPS) agreement between the City of Redding, City of Anderson, and Shasta County for a five year period, effective on the date of the last signatory to the Agreement.**

8.8b **APPROVAL OF A CONTRACT WITH SPILLMAN TECHNOLOGIES, INC. TO DESIGN, CREATE AND IMPLEMENT A NEW INTEGRATED AND JOINTLY SHARED ELECTRONIC RECORDS MANAGEMENT SYSTEM, WHICH WILL INCLUDE JAIL MANAGEMENT, MOBILE DATA, IN-FIELD REPORTING, COMPUTER AIDED DISPATCH, AND COUNTY-WIDE MESSAGE SWITCH AND NECESSARY HARDWARE**

**RECOMMENDED ACTION:**

**By motion; Approve and authorize the City of Redding, on behalf of IPS, City of Anderson and Shasta County, to sign the contract with Spillman Technologies Inc between the City of Redding, City of Anderson, and Shasta County.**

8.9 **PUBLIC WORKS**

**APPROVE AN AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES WITH ENPLAN**

**RECOMMENDED ACTION:**

**By motion; Authorize the City Manager to execute a limited-term agreement with Enplan for specialized environmental consulting services for the proposed Anderson Heights Reservoir Replacement Project.**

9.0 **SUCCESSOR AGENCY** – *(The City Council will, as the Successor Agency, conduct business related to the now dissolved Anderson Redevelopment Agency.)* – None.

10.0 **STAFF REPORTS** – None.

11.0 **COUNCIL REPORTS/COMMENTS** – *City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234.)*

12.0 **Public Comment on Closed Session Item(s):** *Anyone in the audience who wants to address the City Council on a subject which is listed under the Closed Session agenda is now invited to come to the podium. Please provide your name and the subject you wish to discuss. Please limit your remarks to 3 minutes or less.*

**The City Council will convene to Closed Session.**

**CLOSED SESSION**

C.S.1 **CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**

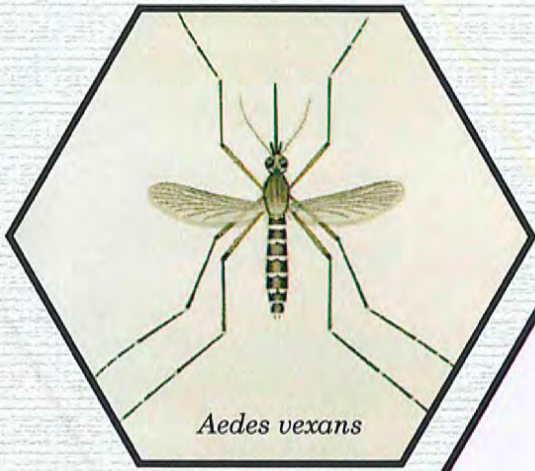
(Gov't. Code Sec. 54956.9[d][2])

Potential Litigation: One Case

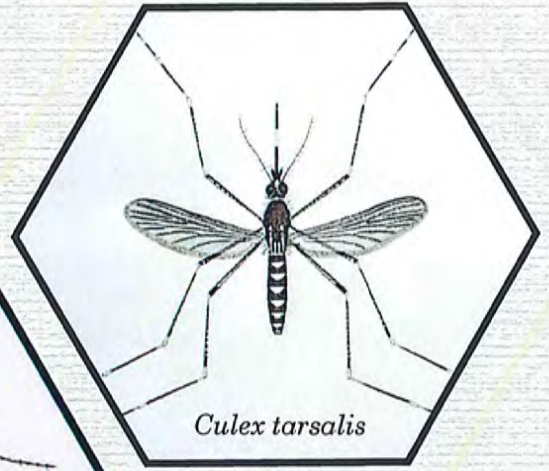
**The City Council will reconvene to Open Session.**

13.0 **CLOSED SESSION ANNOUNCEMENT:** The Mayor will announce the results of the Closed Session.

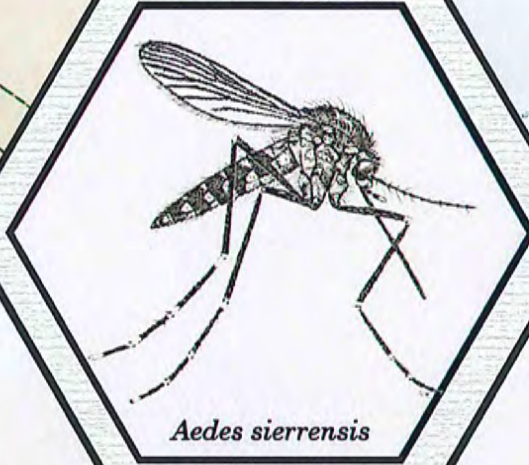
14.0 **ADJOURN - The City Council will adjourn to April 18, 2017.**



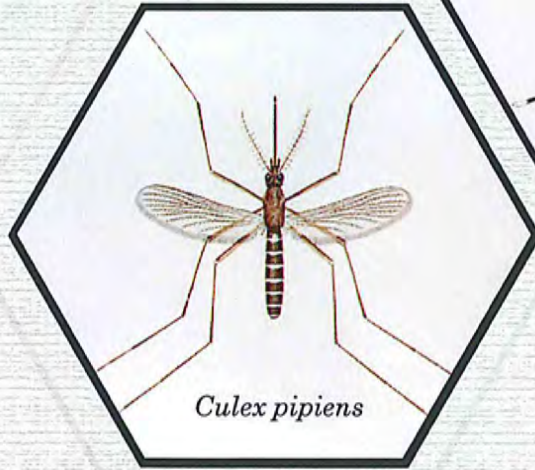
*Aedes vexans*



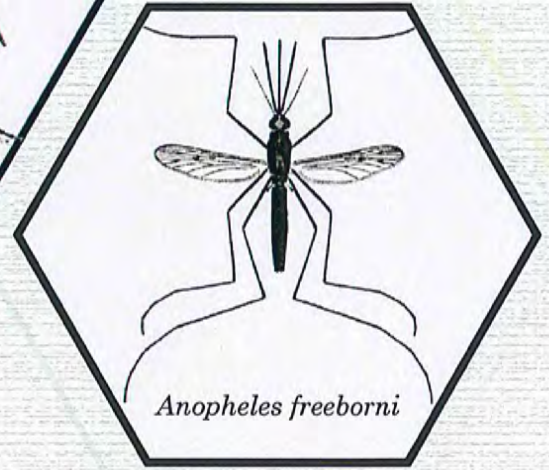
*Culex tarsalis*



*Aedes sierrensis*



*Culex pipiens*



*Anopheles freeborni*



annual report 2016  
protecting public health since 1919

# Foreword



## BOARD OF TRUSTEES

**PRESIDENT**  
Stephen Morgan  
SHASTA LAKE

**VICE PRESIDENT**  
Vickie Marler  
SHASTA COUNTY

**SECRETARY**  
Larry Mower  
ANDERSON

Michael McNamara  
REDDING

Dale Dondero  
SHASTA COUNTY

**ADMINISTRATION**  
Peter Bonkrude, MS  
MANAGER

Residents of the Shasta Mosquito and Vector Control District,

On behalf of the Board of Trustees and staff of the District we are pleased to present the 2016 Annual Report for the Shasta Mosquito and Vector Control District. Every year Shasta MVCD staff selects a theme to help tell the story of the season and 2016 is no different. It is easy to take for granted the sheer diversity of insect life and the impacts those differences have on our ecology, control efforts, and disease prevention priorities. Therefore in 2016 we are highlighting the natural history of the mosquitoes of California, with a focus on the major mosquito species of concern for our District. Scattered throughout the report the reader will find "cards" describing the mosquito, the preferred habitats, the diseases vectored and some other facts that help our staff make more focused control decisions.

This year, the District finally received precipitation that would be considered above average, providing for a lot of unknowns regarding how mosquito abundance would be affected. One outcome that became immediately apparent was the treehole mosquito season we experienced. Most mosquito species are affected by high and low precipitation levels, but one species, *Aedes sierrensis*, the western treehole mosquito, relies almost exclusively on natural water sources. Coming off several years of drought, the treehole mosquitoes took full advantage of the rainy winter/spring and hatched in much higher numbers than the previous five years. We saw abundance levels and the subsequent service requests skyrocket to double what we had experienced in previous years. This spring time mosquito loves to bite humans and in 2016 accounted for almost half of the service requests issued for the entire season! Interestingly, beyond the above average treehole mosquito season we experienced, overall our abundance numbers were lower than 2015 and our WNV positive indicators were at a five year low.

Operational research was a major focus of our 2016 season, highlighting the District's goal to stay innovative and to continually measure our efficacy. We conducted a ULV efficacy trial, attempting to quantify our impact in a heterogeneous landscape, our new chemigation system at the lumber mill, continued pesticide resistance testing, overwintering adult mosquito surveillance, larval control product testing, and analysis of the peak times for activity of our vector mosquito species to accurately target our applications.

In 2017, the District will continue to build on the research work accomplished in 2016. We will be finalizing the implementation of our invasive *Aedes* surveillance and control plan. The last few years invasive *Aedes* and Zika virus concerns have grown and our District will position itself to be ready to respond if either is discovered in our area. Finally, the District would like to extend our thanks to Trustee and President Stephen Morgan and Trustee Dale Dondero. 2016 was their final year serving on our Board of Trustees for the City of Shasta Lake and Shasta County at large. We appreciate the hard work, commitment and guidance they provided the District during their service.

Sincerely,

Peter Bonkrude  
District Manager

Stephen Morgan  
President, Board of Trustees

---

*Our Mission: "To protect the public's health from vector-borne disease and nuisance, through a comprehensive mosquito and vector control program focused on innovation, experience, and efficiency."*



# Board of Trustees



Dale Dondero  
Shasta County

Secretary  
Larry Mower  
Anderson

President  
Stephen Morgan  
Shasta Lake

Vice President  
Vickie Marler  
Shasta County

Board Trustee  
Michael McNamara  
Redding

District Manager  
Peter Bonkrude

Administrative  
Office Manager

Assistant  
Manager

Vector  
Ecologist

Administrative  
Analyst

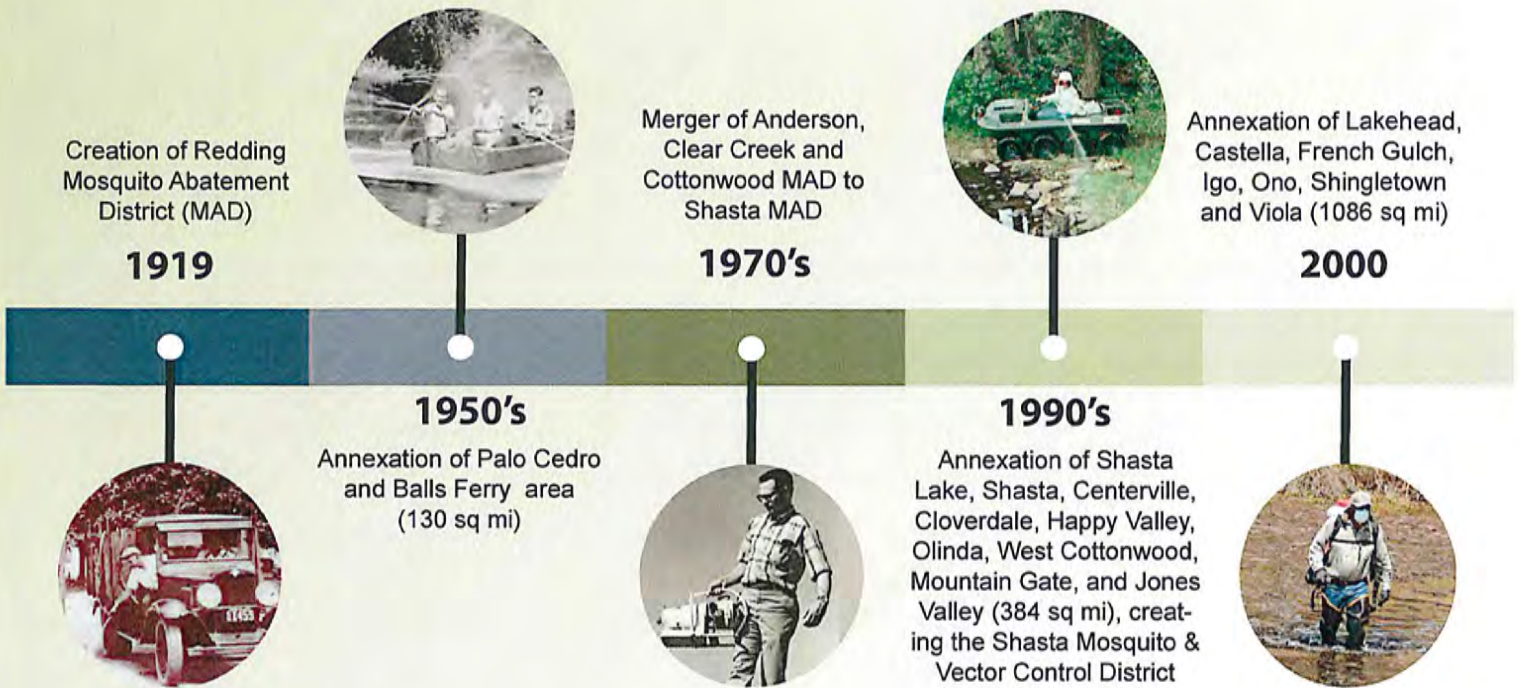
Field Supervisors  
Vector Control  
Technicians

Assistant  
Vector Ecologist



Left to Right: Darcy Buckalew, Guangye Hu, John Albright, Peter Bonkrude, Kelly Cleland, Kendra Angel-Adkinson, Haley Bastien, Robert Ault, Pete Ledbetter, Darrell Bible, Al Shabazian, Corey Boyer, Mike Alexander, Mark Mulcahy  
Not pictured: Valerie Peterson

# District History



# Integrated Vector Management

## What is a Vector?

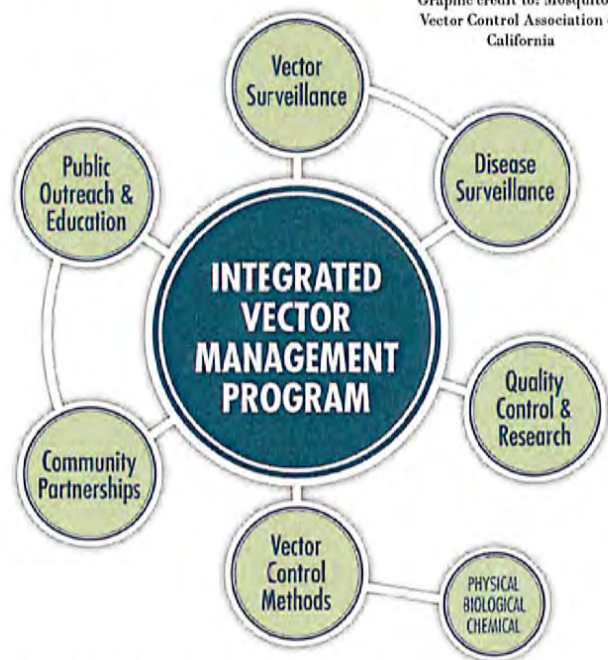
Vectors are living organisms that can transmit diseases between humans or from animals to humans. Many of these vectors are bloodsucking insects like mosquitoes, ticks, fleas, sandflies and triatomine bugs.

## What is Integrated Vector Management (IVM)?

IVM is a "rational decision-making process for the optimal use of resources for vector control" (WHO 2008). This approach seeks to improve the efficacy, lower the cost, maintain ecological soundness and ensure the sustainability of our vector control methodologies. At Shasta MVCD we consider IVM as our tool box for mosquito and vector control. The IVM process is assessing the problem and putting together the right order and choice of tools to make the most effective control decision. Common tools utilized by the District include: advocacy and community outreach, collaborating with other agencies, integrating chemical and non-chemical control methods, a focus on staff training and expertise and a strong surveillance system. Together these tools help provide staff with the evidence and information required to identify and control potential problem areas.



Graphic credit to: Mosquito & Vector Control Association of California



# Zika & St. Louis Encephalitis

## In California:

California currently has had no local transmission of Zika virus, but several counties in California do have the species of mosquitoes capable of transmitting Zika virus. Statewide efforts are focused on invasive *Aedes* surveillance and control, speeding up the laboratory testing, new control techniques and outreach to the public regarding invasive *Aedes* species and new emerging viruses.

## In Shasta County:

Currently we have no locally transmitted Zika cases in Shasta County, and also the invasive *Aedes* are yet to be found in Shasta County. The District is redrafting its emergency response plan to include *Aedes* and Zika, Chikungunya and Dengue control, expanding and diversifying our surveillance efforts and training staff in the new mosquito species identification and control.



## Zika:

Zika virus is a mosquito-borne virus that was first identified in Uganda in 1947 in monkeys that were being monitored for yellow fever. It was later identified in humans and sporadic outbreaks have occurred through the years. In 2007 a large outbreak occurred on the Island of Yap and in 2015 the current outbreak began building in Brazil and other parts of South America. Zika is associated with a mild fever, skin rash, muscle and joint pain, conjunctivitis, and a headache. There is scientific consensus that Zika is also a cause of microcephaly, Guillain-Barre and is being investigated for other neurological conditions (WHO). Zika virus is primarily thought to be transmitted via *Aedes aegypti* and *Aedes albopictus* mosquitoes.

## In the world:

75 countries and territories have reported evidence of mosquito-borne Zika virus transmission since 2007, twelve countries have reported person to person transmission of Zika virus. Estimates of human Zika virus range from hundreds of thousands to millions worldwide.

## In the US:

In the US we currently have \*216 locally acquired Zika human cases reported, in addition to \*4,593 that are travel-associated. Only Texas and Florida have reported locally acquired Zika virus. In the US territories we have an additional \*33,865 locally acquired cases reported and \*129 travel associated cases. Federal funding has been approved to help local jurisdictions combat Zika virus in the US, but those impacts will not be felt until next season at the earliest. The US is also working on several vaccines to prevent human illness.

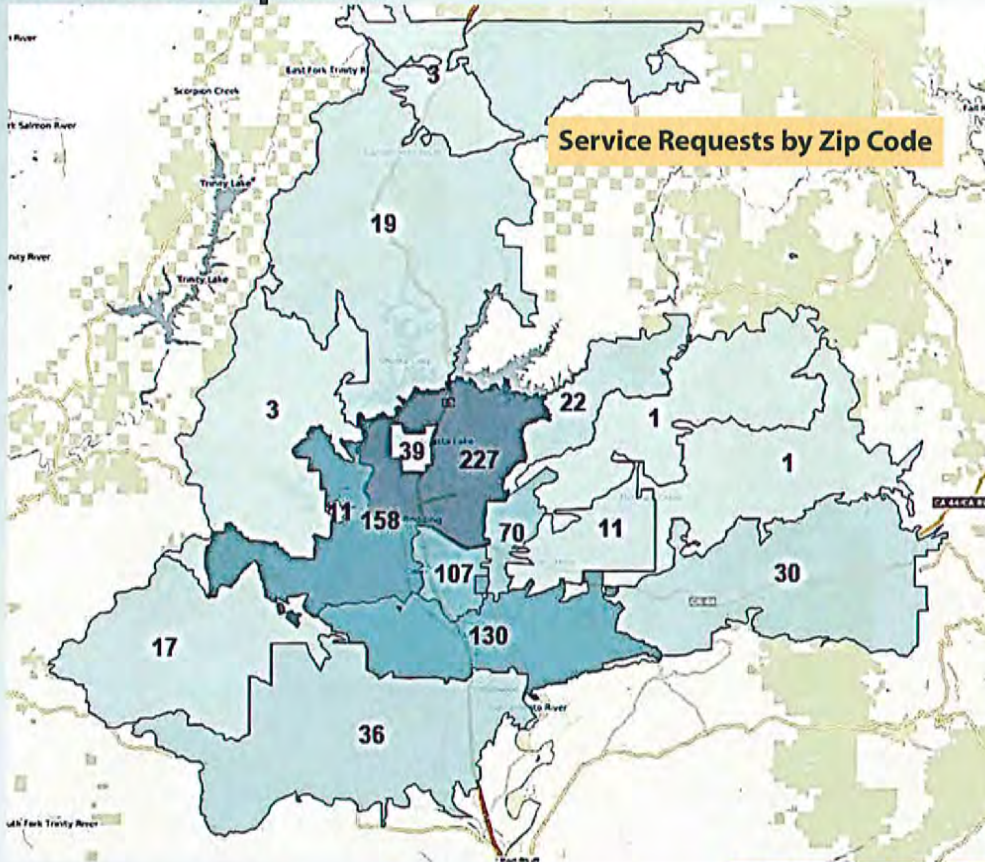
\*as of 12/28/16



## St. Louis Encephalitis:

First recognized in California in 1937, St. Louis Encephalitis virus (SLEV) caused frequent epidemics in humans and horses throughout California but with more intensity in the Central Valley and Southern California counties. Most people infected with SLEV will have few to no symptoms, but others can have serious effects on the central nervous system including fever, headache, stiff neck, confusion, coma, paralysis and sometimes death. The US has not experienced an epidemic since 1989, but the disease was found in California until 2003, the same year that West Nile virus (WNV) was first detected in the state. For 12 years no SLEV activity was detected in California despite a large increase in mosquito surveillance due to WNV. It is still unclear whether we will see an expansion of SLEV in 2017, but SMVCD staff continues to monitor its reemergence. Locally, in Shasta County we have not seen SLEV activity since 1997. In California in 2015, SLEV activity was detected in mosquito pools (38) and sentinel chickens (9). 2016 SLEV activity increased, with three human cases, 180 mosquito samples and 4 sentinel chickens.

# Service Requests

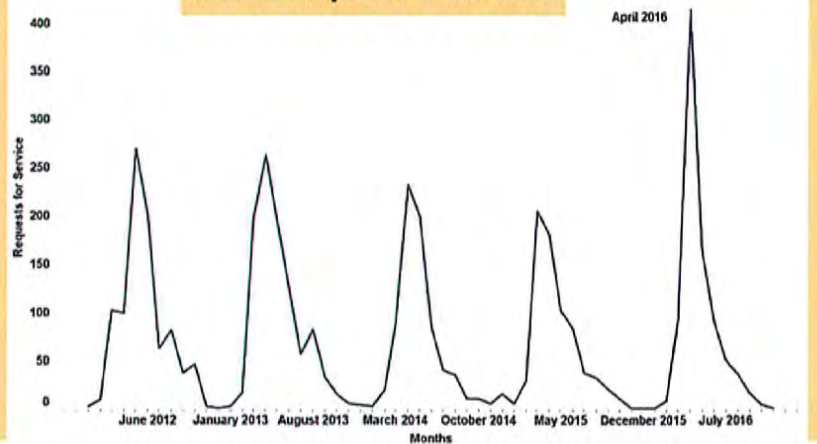


## Service Request by Community

Community	%
Redding	49.32%
Anderson	12.53%
Palo Cedro	7.79%
Shasta Lake	4.74%
Enterprise	4.18%
Cottonwood	3.95%
Shingletown	3.61%
Bella Vista	2.71%
Igo & Ono	2.14%
Happy Valley	2.03%
Lakehead	2.03%
Shasta	1.47%
Millville	1.24%
Mountain Gate	1.13%
Castella	0.34%
Jones Valley	0.23%
French Gulch	0.23%
E. Lakehead	0.23%
Oak Run	0.11%

Responding to requests for service can be one of the District's strongest tools to inform our District residents about public health mosquito control. In addition to giving our staff the opportunity to impart information to the public, we in turn gain valuable information about disease and nuisance mosquito problems throughout the District. These requests are for a wide range of mosquito and vector related issues including: mosquito fish requests, biting mosquitoes, neglected swimming pools, and general questions about insects, mosquito control, and how the public can protect themselves. We rely on these requests to help drive the District operational response, providing our staff with a real-time assessment of where the mosquito issues are beginning. This helps the staff focus on surveillance and control efforts. The public can issue a service request via the telephone Monday-Friday from 8am to 4pm or 24 hours a day through the District's online service request form. During the season we make it a priority to respond to those requests within 24-48 hours.

## Service Requests 2012-2016



### *Aedes sierrensis*



Known as the western treehole mosquito. One of the first species to hatch in early spring. This mosquito generates the most service requests for the District as they are very aggressive biters.

Small dark mosquito with white bands on their legs.


Flight Range	Habitat	Preferred Host	Diseases
Less than 1 mile	Treeholes, tires, man-made containers	Small mammals, humans	Canine heartworm

# Neglected Pools

This year the aerial surveillance identified a total of 727 pools for inspection by the District staff. This is an increase of 402 pools over the 2015 season. One neglected pool can have the potential for breeding millions of mosquitoes during the season that can spread West Nile virus (WNV). Therefore, missing just one unattended swimming pool can put the public health at risk.

The aerial program is still an effective and economical tool utilized to detect neglected swimming pools. The program was initiated in response to the increased property foreclosures following the economic downturn. Since that time, we have inspected 4,214 pools and treated 564 pools with chemical control products and/or mosquito fish. The neglected pools continue to be a problem for "urban" mosquito breeding throughout the District. The volume of treated pools in 2016 was higher than the previous five years.

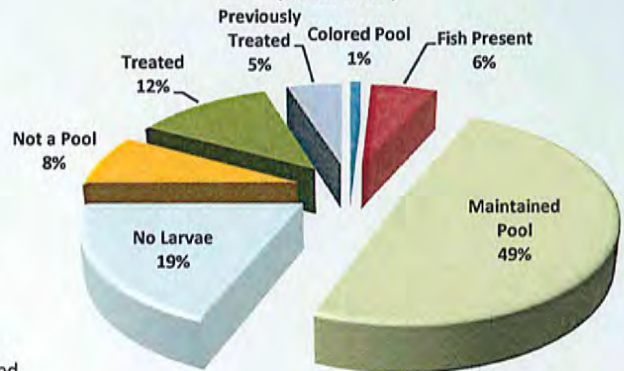
**Culex stigmatosoma**



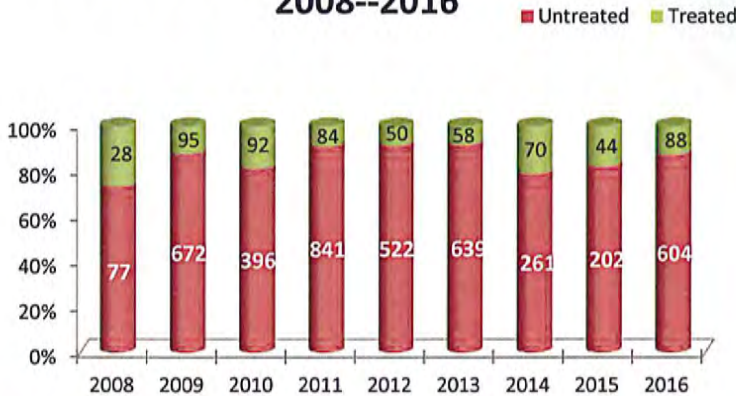
Known as the foul water mosquito.  
Medium sized mosquito with a white band on its proboscis and on their legs. It also has black scales that form dots on the underside of abdomen.

Flight Range	Habitat	Preferred Host	Diseases
less than 10 miles	Polluted water in industrial & agricultural wastes	Birds, rarely humans	West Nile virus St. Louis Encephalitis

**2016 Aerial Pools by Category (total-727)**



**Percent of treated vs untreated pools 2008--2016**




Monday - Friday  
8 am to 4 pm  
(530) 365-3768

**Shasta Mosquito & Vector Control District**  
 contact@shastamosquito.org  
 www.shastamosquito.org  
 19200 Latona Rd.  
 Anderson, CA 96007

**kNOw Mosquitoes**  
 Please call so we can assist you in solving this issue.

Technician's Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Reason for Inspection of Possible Sources**

- Artificial Containers     Ditch     Drain  
 Fish Pond     Leaky Faucet     Septic Tank  
 Standing Water     Swimming Pool  
 Other Possible Sources

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Pursuant to the CA Health and Safety Code:**  
 A vector is defined as: "Any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to, mosquitoes, flies, mites, other arthropods, and rodents and other vertebrates."

- A vector related public nuisance is defined as any of the following:
    - Any property, excluding water, that has been artificially altered from its natural condition so that it now supports the development, attraction, or harborage of vectors. The presence of vectors in their developmental stages on a property is sufficient evidence that the property is a public nuisance.
    - Any water that is a breeding place for vectors. The presence of vectors in their developmental stages on a property is evidence that the property is a public nuisance.
    - Any activity that supports the development, attraction, or harborage of vectors, or that facilitates the introduction or spread of vectors.
  - The district may abate a public nuisance pursuant to this article:
    - The person or agency claiming ownership, title, or right to property or who controls the diversion, delivery, conveyance, or flow of water shall be responsible for the abatement of a public nuisance that is caused by, or as a result of, that property or the diversion, delivery, conveyance, or control of that water.
  - Failure to abate the vector related nuisance by the property owner could result in the imposition of civil penalties of up to one thousand (\$1,000) per day for each day that the public nuisance continues after the specified times.
- Date: \_\_\_\_\_

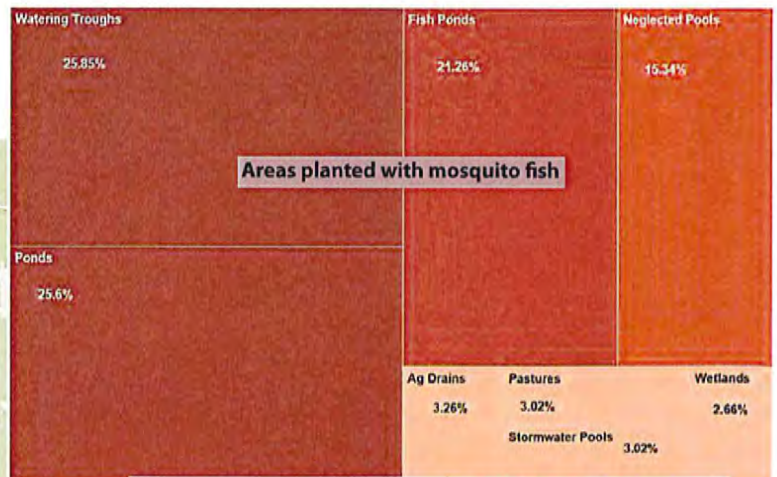
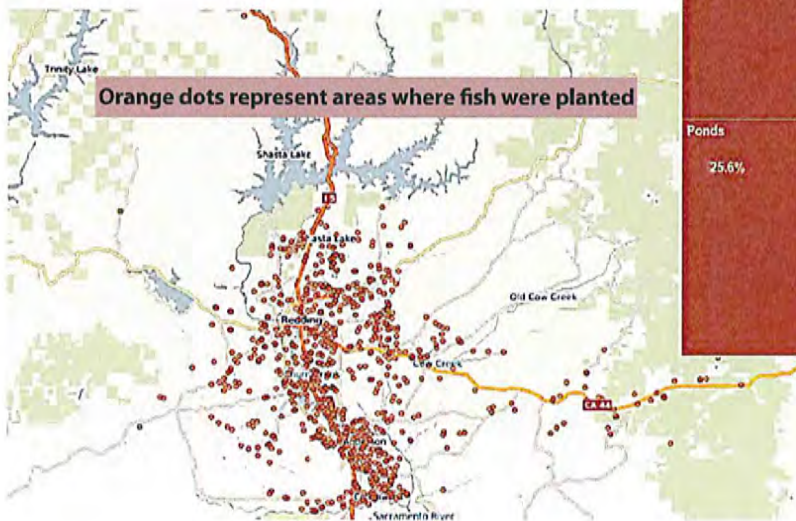


Door hangers are left for residents that might have potential mosquito breeding sources. The purpose is to encourage them to call the District for assistance.

# Biological Control



Biological control (or biocontrol) is using a natural predator to control a pest organism. For the control of mosquitoes, *Gambusia affinis* or mosquito fish are an effective biocontrol agent. Mosquito fish are released into confined water bodies where they quickly begin to consume mosquito larvae and reproduce prolifically. In 2016 the District planted fish in 996 different sites, releasing over 74 pounds of fish; this represents approximately 75,000 fish. Included in the total fish releases, the District received 390 requests for mosquito fish from District residents. The District has an outdoor pond that supplements a sophisticated, 2400-gallon indoor fish-rearing facility to meet the goal of supplying sufficient fish to District residents.



**Culiseta incidens**

Known as the cool-weather mosquito.

Large dark brown mosquito, tip of abdomen is blunt, white cross bands on abdomen segments.

Flight Range	Habitat	Preferred Host	Diseases
Less than 5 miles	Shaded, clear, natural or man-made sources	Large mammals, humans	Nuisance mosquito

# Physical Control



An effective and long lasting control tool our District employs is physical control. This is the process of using mechanical means to modify or remove a mosquito breeding habitat, thereby suppressing the adult population. In addition to reducing or stopping mosquito production, physical control is also utilized to allow District personnel more effective access to the mosquito breeding habitats.

The District's physical control efforts take many shapes, varying in scope and type according to the needs of a given project. These projects can include source reduction (i.e. the mitigation or elimination of a mosquito source), hand brushing in and around sources, modifying sources to augment the impact of natural mosquito predators, herbiciding, and the physical removal or burning of brush. As in years past, the District utilized Cal-Fire Sugar Pine Conservation crews to accomplish many work-intensive brushing projects.



## *Anopheles freeborni*



Known as the western malaria mosquito.

Light brown mosquito, with spotted wings, resting with their abdomen in the air.

Freeborni are also known to be an overwintering mosquito, seeking shelter in barns, sheds or eaves.

Flight Range	Habitat	Preferred Host	Diseases
10 miles	Open fields with algae or plant cover	Large mammals, humans	Malaria

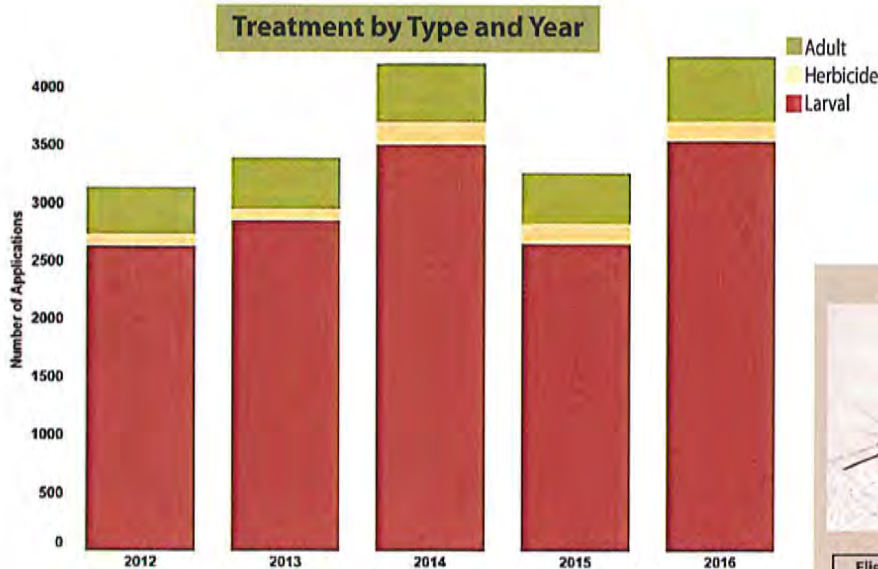
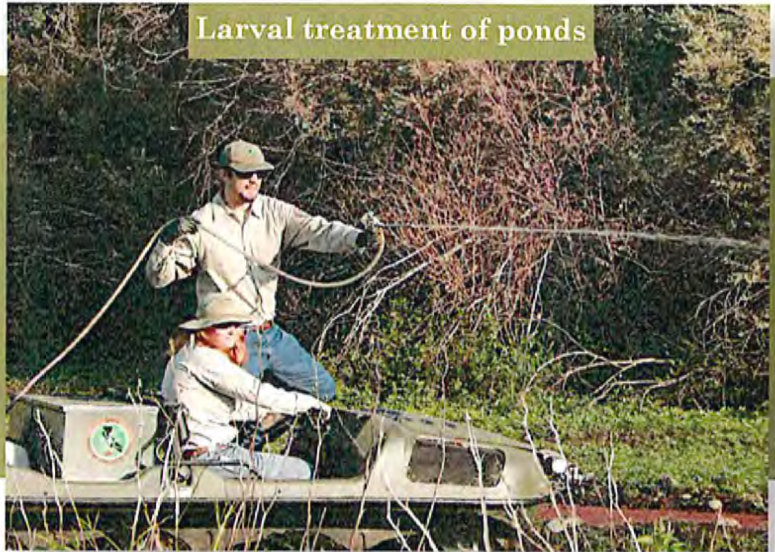
# Immature Mosquito Control

The most visible connection to mosquito control for most people is usually the flying and biting adult mosquitoes. In reality for control, larvae and pupae (immature mosquitoes) make up a more important part of the mosquito life cycle. During this period immature mosquitoes live and grow in water before they emerge into adult mosquitoes. The immature mosquitoes are relatively immobile, concentrated, contained and accessible to staff. Therefore, it is usually more effective to control immature mosquitoes before they become flying adults.

The products used to control mosquito larvae are called larvicides, which are approved for use by both U.S. and California environmental and public health agencies. Larvicides control immature mosquitoes before they become adult mosquitoes.

The larvicides used in our program are products of naturally occurring bacteria (e.g. Spinosad and Bti), insect growth regulators (IGR, methoprene), or surface oils.

The District staff inspected 15,896 sites for mosquito breeding and conducted 3,544 applications to control mosquito larvae and pupae living in ponds, ditches, puddles, catch basins, neglected swimming pools, vernal pools, and tree holes. The District staff inspected approximately 8,000 catch basins and treated 755 for mosquito breeding. Catch basins can cause a serious mosquito-breeding problem in the urban and suburban areas. The water retained in the catch basins from rain and excessive irrigation of lawns, vegetation gardens and flower beds breed mosquitoes that are known vectors of West Nile virus.



***Aedes vexans***

Known as an inland floodwater mosquito. Narrow white bands on their leg and abdominal segments. Primarily a biting nuisance, the word vexare means to torment or annoy.

Flight Range	Habitat	Preferred Host	Diseases
Less than 10 miles	Pastures, irrigated fields with organic matter	Large mammal & humans	Major pest



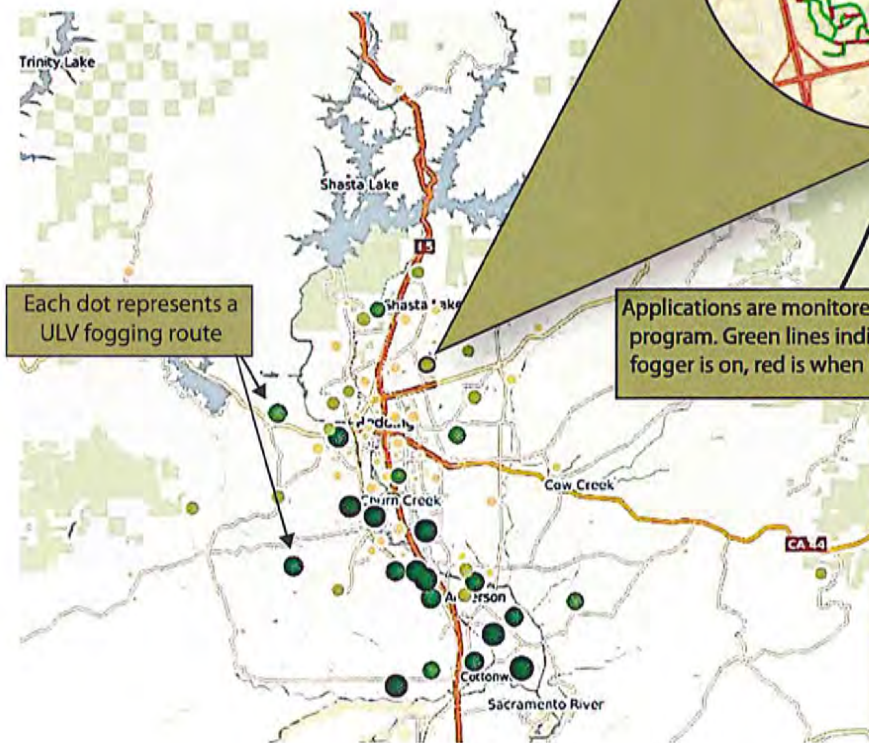
# Adult Control

Adulticiding refers to the practice of controlling adult mosquitoes by applying chemical products. It is the most visible method of mosquito control to the public. Reducing adult mosquitoes can limit outbreaks of mosquito-borne diseases by decreasing potentially infectious mosquito populations that cause a risk to the public.

Adult mosquito control products are applied by ultra-low volume (ULV) truck-mounted sprayers. The applications are made at dusk and dawn when mosquitoes are generally their most active. These dusk and dawn applications are not only the most effective time to control adult mosquitoes but are also optimal to avoid adverse effects to insects like butterflies and bees. ULV sprayers disperse very fine aerosol droplets that stay in the air and contact flying mosquitoes. Usually it requires an ounce or less of the product per acre. The products used are permethrin, pyrethrin, etofenprox, and malathion. These products pose a minimal risk to humans, animals, and the environment when applied according to their labels.



In 2016, the District staff completed 527 adulticiding routes and treated a total of 127,139 acres. Residents can go to our website, [www.shastamosquito.org/fogging-update](http://www.shastamosquito.org/fogging-update), to review where and when our adult mosquito applications will be conducted, and can subscribe to our spray notification list.



Each dot represents a ULV fogging route

Applications are monitored via computer program. Green lines indicate when the fogger is on, red is when it is turned off.

## *Anopheles punctipennis*

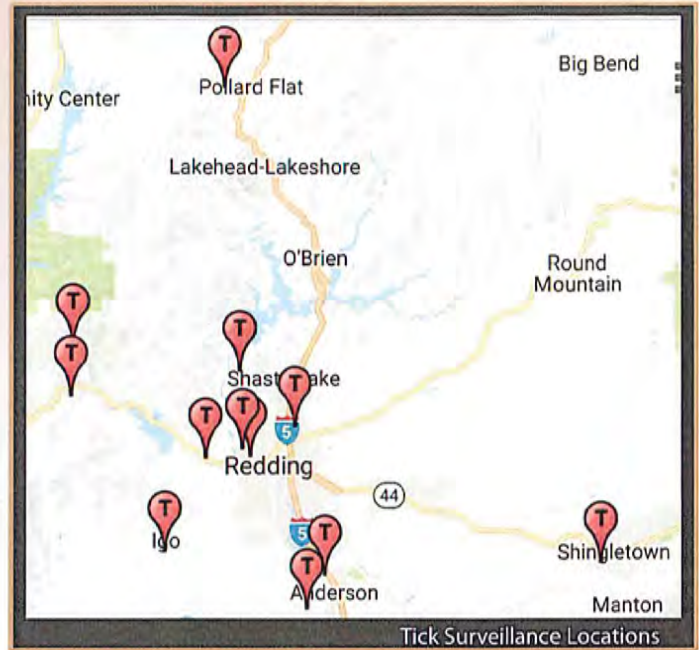
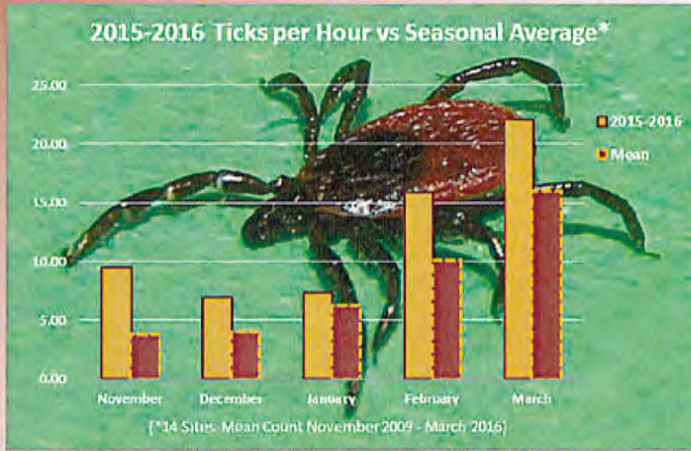


Known as the woodland malaria mosquito. Large mosquito, dark and cream colored scales on wings. Generally stays outdoors and does not enter dwellings.

Flight Range	Habitat	Preferred Host	Diseases
less than 1 mile	Cool, shaded, grassy pools in streams/creeks	Large mammals, humans	Malaria

# Other Vectors

Like mosquitoes, ticks can also vector infectious agents such as *Borrelia burgdorferi* (Lyme disease) and *Borrelia miyamotoi*. The staff survey and test tick populations in locations throughout the District



## Tick Surveillance

There are a few common species within the District. Western black legged tick (*Ixodes pacificus*) populations are regularly tested for infectious agents. American dog tick (*Demacentor occidentalis*) and Pacific Coast tick (*Dermacentor variabilis*) are not currently known to vector any disease within the District.



Test Results for Ticks gathered between Nov 2015 - Mar 2016			
Positive Samples Found of 323 Total Samples (1479)			
Infectious Agent	Positive Samples	Percent of Samples	Minimum Infection Rate (%)
<i>Borrelia burgdorferi</i>	6	1.86	0.41
<i>Borrelia miyamotoi</i>	22	6.81	1.49

## Rodent Borne Disease Surveillance

The District has collaborated with the California Department of Public Health in trapping and testing rodents for the presence of diseases such as plague and hantavirus. District staff participated in surveillance of a high traffic camping facility east of Shingletown. None of the five rodents sampled were positive for plague or hantavirus.



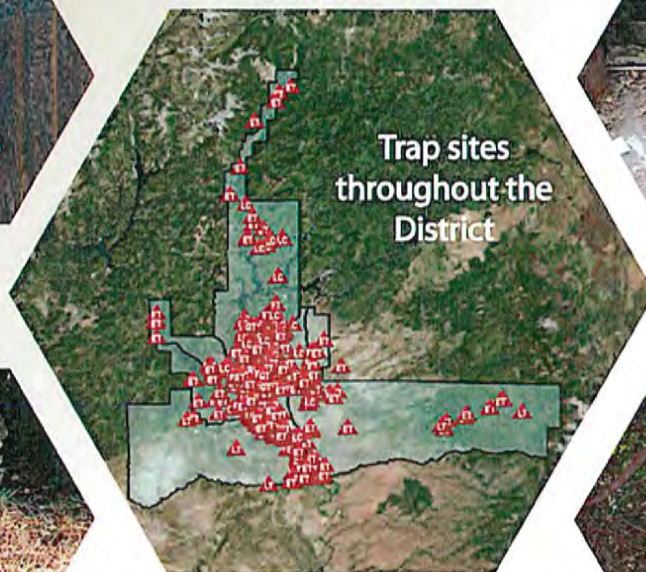
CDPH and District staff process rodents such as *Peromyscus* spp. and *Tamias* spp. (pictured right)



# Vector & Disease Surveillance

## New Jersey Light Trap (NJLT)

New Jersey light traps placed at 17 fixed locations throughout the District use a timed light source to attract mosquitoes overnight in jars that are collected on a weekly basis. Mosquitoes from the jars are identified by sex and species and counted from April through October. These traps provide useful mosquito population trend information since they have been generating data for almost 50 years.



## BG Sentinel II

Traps are designed to have a shape suggestive of larger mammals. They also use a scent lure, CO<sub>2</sub>, and wind currents that supplement the visual cues. These traps are especially effective at catching invasive mosquitoes like *Aedes albopictus* and *Aedes aegypti* that prefer to feed on humans and can spread diseases such as Zika virus, Dengue and yellow fever. The District uses these traps in response to public complaints of unusual mosquito behavior that may suggest the presence of any new mosquito species.

## CDC Autocidal Gravid Trap (AGO)

The Centers for Disease Control's Autocidal Gravid Trap (AGO) is designed to attract and capture container breeding mosquitoes. These mosquitoes prefer flower pots, buckets and anything that will hold a small amount of water. In 2016 the District used six AGO traps at locations where invasive mosquitoes are likely to arrive. The mosquito is forced to enter through a tube lined with sticky paper; the slightest contact with this surface ensnares the mosquito. Identification of non-native mosquitoes warrants further inspection of the surrounding area and a comprehensive management program.

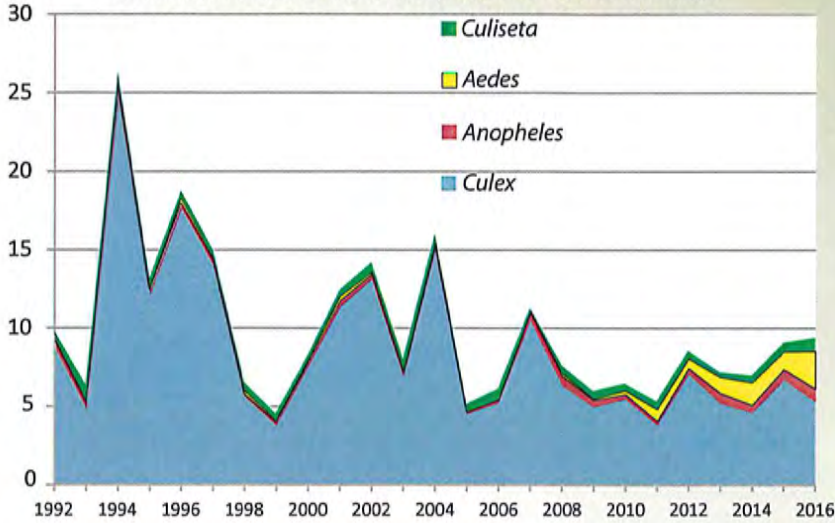
## Encephalitis Virus Surveillance Trap (EVS)

Encephalitis virus surveillance (EVS) traps emit carbon dioxide to lure mosquitoes seeking a blood meal. EVS traps are set at 44 fixed locations on a weekly basis to evaluate the mosquito population in that area. Additionally, EVS traps catch live mosquitoes that are suitable to test for the presence of mosquito-borne diseases. In 2016, there were 12 EVS samples which were positive for West Nile virus.

These four traps are currently the most commonly used by the District. Traps not featured include gravid traps, ovicup traps, and many other designs which the District uses to capture specific mosquito populations of interest.

# Vector & Disease Surveillance

**Average Mosquitoes per Trap Night per Year by Genus**  
1992 to 2016 Combined New Jersey and CO<sub>2</sub>- baited EVS Traps



**EVS Samples & Test Results**  
2014-2016

Year	Number of samples submitted	Number of WNV+ samples
2016	472	12
2015	552	48
2014	509	33



## Dead Bird Surveillance

Dead bird surveillance is another tool to monitor the presence and spread of viruses in the environment. Reports of dead birds have declined in recent years and this number continues to wane. In 2016 the District received 52 dead bird reports and three of four tested were WNV positive.

### *Culex tarsalis*

Known as the western encephalitis mosquito.



*Culex tarsalis* can overwinter as adults, in caves, tree hollows or outdoor buildings.

Black mosquito with a white band on its proboscis and tarsal joints.

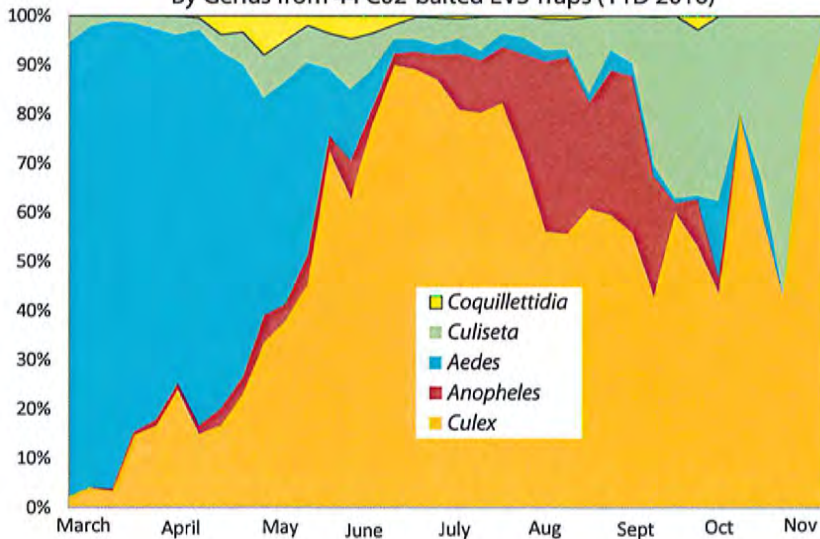
Flight Range	Habitat	Preferred Host	Diseases
10-15 miles	Lakes, ponds, freshwater or agricultural	Birds, mammals, humans	St. Louis Encephalitis Western Encephalitis West Nile virus

## Sentinel Chickens

Sentinel chickens have long been used in California to detect diseases circulating in the environment. Chickens are used for a number of reasons including ease of care, and they do not suffer any adverse effects due to infection. District staff monitored five flocks of eight chickens each located throughout the District from rural Cottonwood to central Redding. Blood samples were taken from each bird between April and October every two weeks. The California Department of Public Health tested the sample for immune response to mosquito-borne diseases. In 2016 three of the forty chickens tested were found to have been exposed to West Nile virus.

## Percentage of Adult Mosquito Types

By Genus from 44 CO<sub>2</sub>-baited EVS Traps (YTD 2016)



# Research



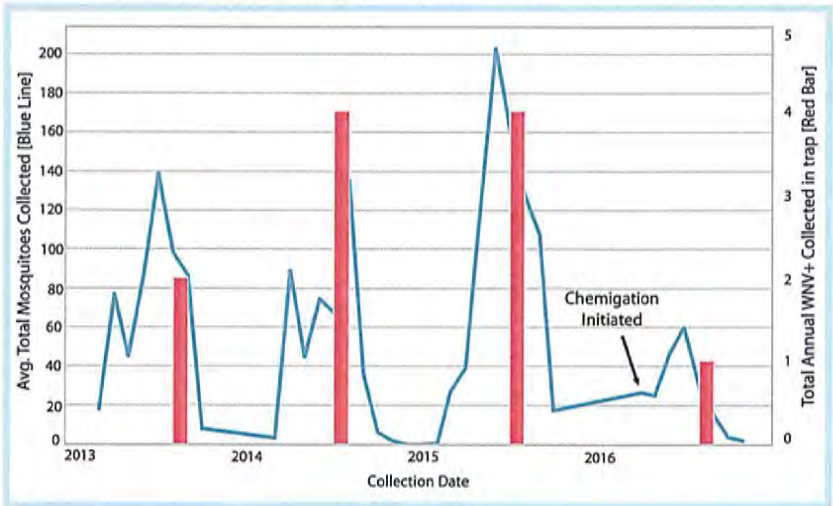
Technician installing the reservoir, pump and timing system

## Overwintering

Female *Culex* spp. mosquitoes have been shown to harbor West Nile virus throughout the winter and possibly transmit the virus the following spring. To determine if this mode of transmission occurs within the District, staff have collected and tested some 632 female *Culex* spp. in 29 samples from overwinter resting sites. All samples were negative for the presence of West Nile virus.

## Chemigation

Shasta MVCD makes an effort to continually improve upon control activities to find the most effective and efficient control methods. Log mill operations pose challenging control problems due to their size, safety concerns, and ability to breed numerous mosquitoes. With the help and cooperation of mill staff, the District has been able to not only keep mosquito breeding as low as possible but also has the opportunity to try innovative techniques to improve mosquito control and staff safety. Between 2014-2016 the District established a system to broadcast larvicide over the mosquito breeding sources using the existing sprinkler system. Although 2016 was the first year we have implemented this "chemigation" at the mill property, we are encouraged by the preliminary results and plan to continue the application method next season, see graph below.



## Swath Width

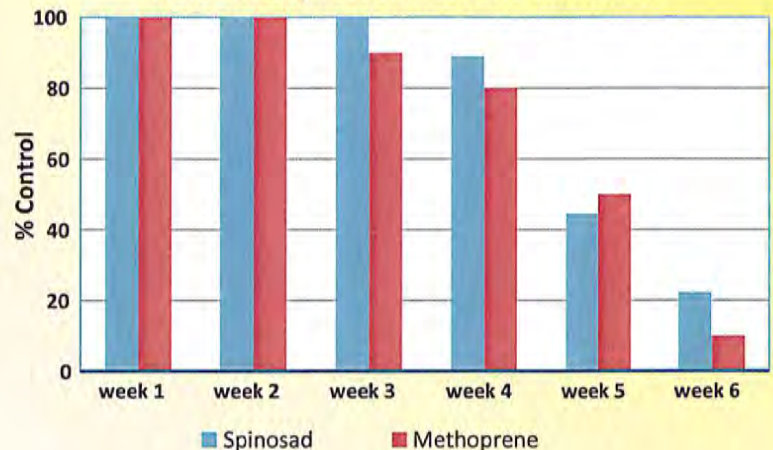
In adult mosquito control, the swath width is the operationally effective area of the product that exits the truck mounted ultra-low volume (ULV) spray system. The way this spray moves through the habitat plays a large role in the efficacy of our adult mosquito control applications. In 2016, SMVCD staff conducted field trials to determine the distribution and efficacy of our truck-mounted ULV application in suburban and urban settings. By placing caged mosquitoes in different areas of the sites tested, staff hoped to characterize the application and identify operational variables that could lead to more effective control. Results from the caged mosquitoes largely show reasonable mortality at the front, middle, and backyard locations with an expected decline as the spray moved from front to backyard. Additionally, some site specific factors (physical barriers, wind direction) underscore the importance of attention to wind direction while conducting truck-mounted ULV applications.



## Larvicide Efficacy Tests

The District conducted larvicide efficacy tests in the field to ensure that the products used offer effective and sustainable control of mosquitoes. The results of the test showed that the spinosad based granules provided effective control for 4 weeks. The methoprene based product was unable to match the length of control time attained by the spinosad product hitting product failure after only 3 weeks. Continued research will be focused on investigating the reasons for the product failure and adding alternative products to maintain effective and sustainable control of mosquitoes.

Field Efficacy Test of Mosquito Larvicides

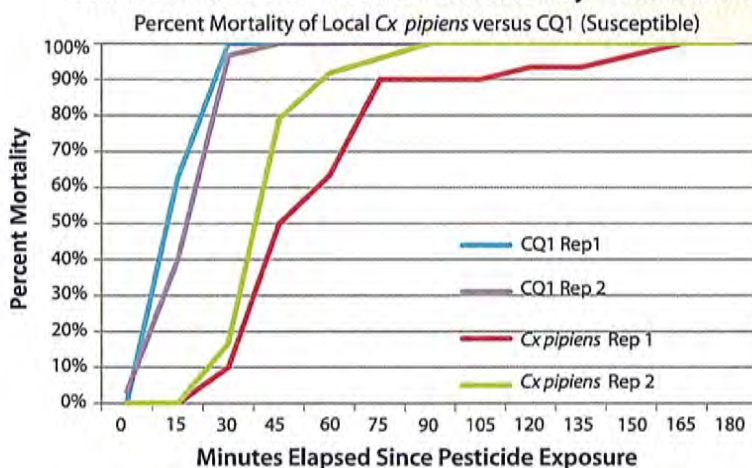


## Bottle Bioassay

Samples of adult wild mosquitoes are placed in bottles treated with tiny amounts of adulticide active ingredients. The same is done with susceptible lab-reared mosquitoes (CQ1). The time it takes for the different strains of mosquitoes to die is compared to determine their relative sensitivities to the products.

Three active ingredients were tested on mosquitoes from two locations on two different dates in 2016. Overall, it appears that local mosquitoes are more susceptible to an organophosphate product, malathion, than they were to the pyrethroid products etofenprox and permethrin.

Churn Creek Bottom Area Bottle Bioassay -- Malathion

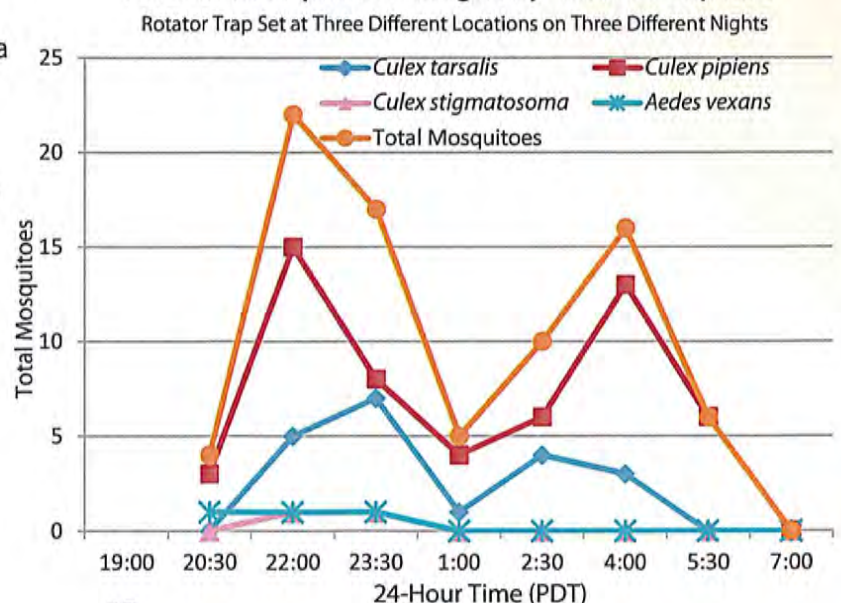


## Rotator Trap

A rotator trap uses collection jars mounted on a carousel to take samples at different time intervals. The samples taken can be used to determine peak activity times for adults of different mosquito types. This information can be used to determine the best times to apply adult mosquito control products.

A rotator trap was set on three occasions at different sites within the District. Different mosquitoes showed different peak activity times. All traps showed peaks of activity a couple of hours after sunset and a couple of hours before dawn. In mid-summer, mosquitoes seemed to be virtually absent prior to sunset, at midnight or after dawn.

Total of Mosquitoes Caught by Time of Capture



# Outreach



A significant portion of mosquito control is informing the public of the hazards of mosquito-borne diseases and empowering our community to take mosquito control into their own hands by following the **4-D's**. District staff have a full and varied schedule of public outreach including booths at the Shasta District Fair, home and garden shows, and health fairs as well as speaking engagements with community service groups and schools.

## Follow the 4-D's

**Drain or Dump** standing water around the house. Mosquitoes can't start their life without water.

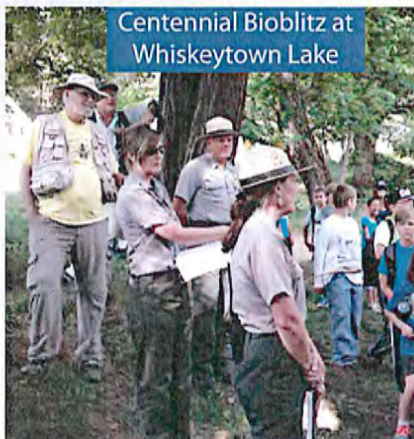
**Dusk or Dawn** are when mosquitoes are most active. Avoid being outdoors when mosquitoes are present.

**Dress** in long sleeves and pants during dawn and dusk or in areas where mosquitoes are active.

**Defend** yourself against mosquitoes using repellents containing DEET, Picaridin, Oil of Lemon Eucalyptus or IR3535.

## Centennial Bioblitz

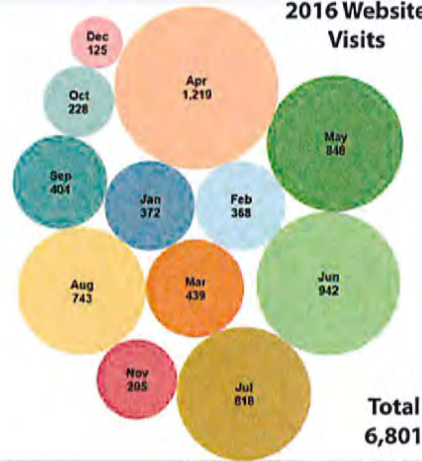
In 2016 the District participated for the first time in the "Bats, Bees and Butterflies Bioblitz" at the Whiskeytown National Recreation area's Whiskeytown Environmental School. District personnel manned an educational booth for the public. Also, grade school children participated in hands-on demonstrations of tick and mosquito collection. This was a two day event studying the park's biodiversity and celebrating the centennial of the formation of the National Park Service.



Centennial Bioblitz at Whiskeytown Lake



## 2016 Website Visits



## Science, Technology, Math & Engineering (STEM) Fair



1,500 9th graders attend this event





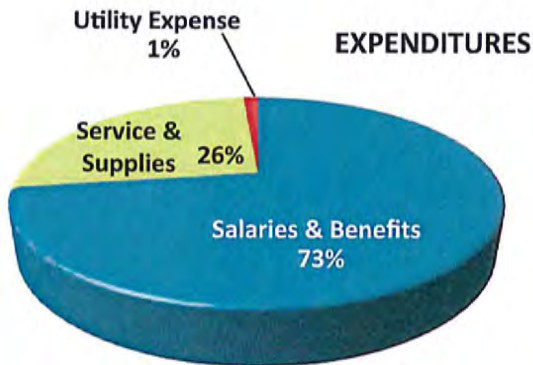
## Statement of Financial Position: FY 2015-2016 (June 30, 2016)

2015-2016	
<b>Assets</b>	
Cash and cash equivalents	\$ 3,316,208
Accounts Receivable	1,503
Due from other governments	42,111
Inventories	78,301
Non-depreciable capital assets	51,273
Depreciable capital assets, net	515,585
Other Post Employment Benefit Liability	128,627
<b>TOTAL ASSETS</b>	<b>4,133,608</b>

<b>Liabilities</b>	
Accounts payable	\$ 24,783
Net pension liability	1,650,608
Compensated Absences	143,113
<b>TOTAL LIABILITIES</b>	<b>1,818,504</b>

2015-2016 REVENUES		
Property Taxes	1,162,187	47.96%
Assessments	1,188,291	49.03%
Interest & Miscellaneous	72,925	3.01%
<b>TOTAL</b>	<b>2,423,403</b>	<b>100%</b>

2015-2016 EXPENDITURES		
Salaries and Benefits	1,666,194	72.62%
Service and Supplies	599,357	26.12%
Utility Expense	28,882	1.26%
<b>TOTAL</b>	<b>2,294,433</b>	<b>100%</b>



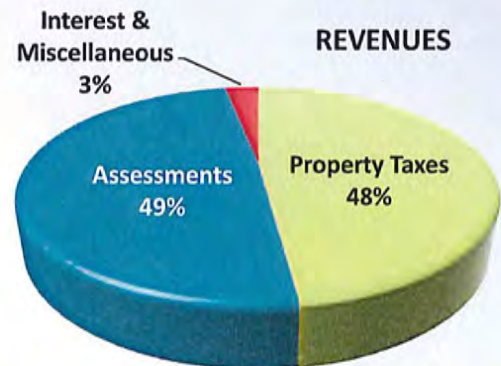
## Financial Highlights

### Financial Administration

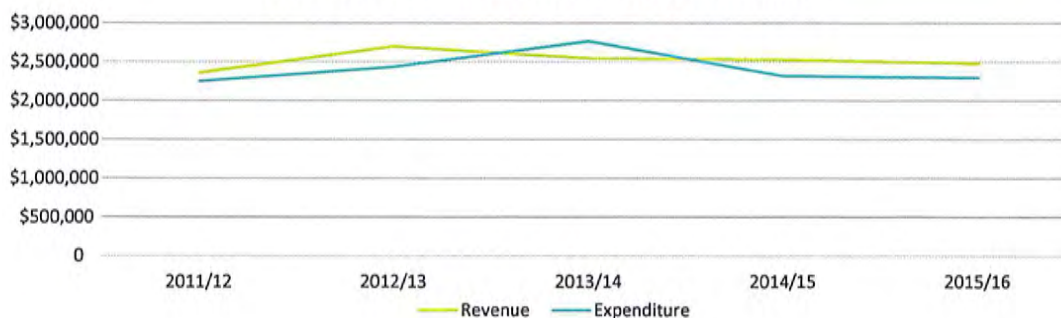
The Shasta Mosquito and Vector Control District's objective is to be ethically and fiscally responsible in accordance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting, Auditing and Financial Reporting (GAAFR) as well as California State Controller reporting guidelines. The District depends on property tax revenues and benefit assessments to fund its operations and to achieve the District's mission.

During this year, the new treasury management system implemented in 2015 has continued to be successful. The system has shown positive operating results in efficiency and transparency as well as more up to date financial reporting. We will continue to strive to make the financial reporting transparent for the board of trustees, staff and the public.

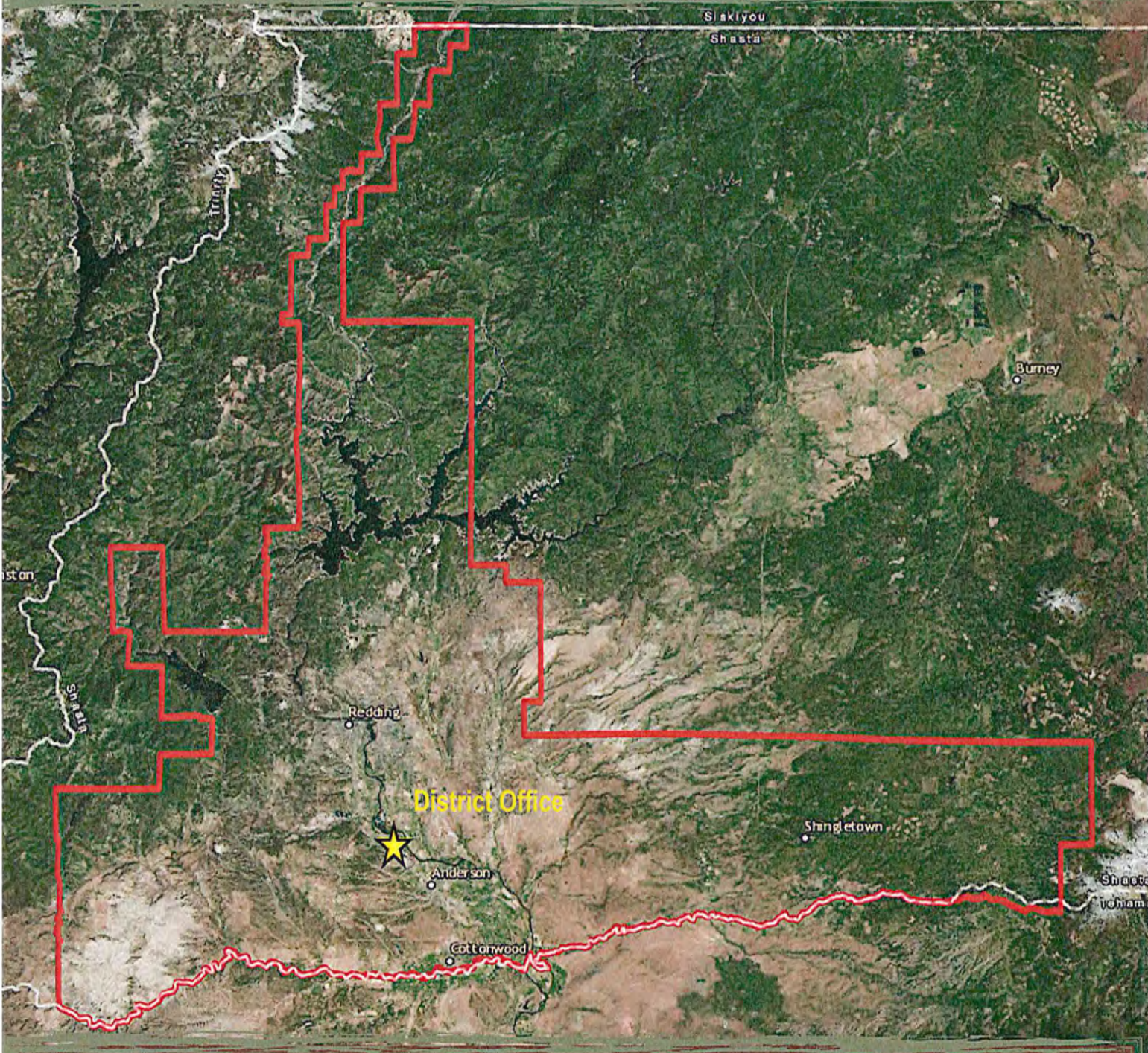
The District is audited annually by an outside independent auditing firm. This independent firm audits the financial statements and internal controls of the District to ensure that the financial statements are free of material misstatement. The District has continued to receive an Unqualified Opinion, which is the best opinion available.



### Actual Revenue vs Actual Expenditures



# Shasta Mosquito & Vector Control District



**19200 Latona Road  
Anderson, CA 96007**

[www.shastamosquito.org](http://www.shastamosquito.org)  
[contact@shastamosquito.org](mailto:contact@shastamosquito.org)

Phone: (530) 365-3768

Fax: (530) 365-0305

# ANDERSON CITY COUNCIL PROCLAMATION

## Resolution Declaring April 2017 as Child Abuse Prevention Month in the City of Anderson

**Whereas**, as a society, we have a responsibility to nurture and protect our children and help ensure they become healthy and productive adults; and

**Whereas**, the Centers for Disease Control and Prevention ranks child abuse among America's top public health crisis; and

**Whereas**, child abuse and neglect have long-term economic and societal costs; and

**Whereas**, scientific studies confirm a direct link between child abuse and a significantly greater risk later in life for substance abuse, criminal behavior, suicide, eating disorders, smoking, and premature death from chronic disease, cancer, and other serious illnesses; and

**Whereas**, child abuse and neglect can be reduced by making sure each family has the support they need in raising their children in a safe, nurturing environment; and

**Whereas**, all members of the community have a role to play in strengthening families to ensure children are valued and supported; and

**Whereas**, all communities have the responsibility to offer parents the education, support and skills they need to provide healthy, safe and nurturing homes for their children.

**Whereas**, in the City of Anderson there are numerous committed agencies, parents, relatives, community volunteers, public policymakers and professionals who are collaborating their efforts to eliminate child abuse in the county and give our children hope, security and safety;

**Now, Therefore**, the City Council of the City of Anderson joins in declaring April 2017 to be "Child Abuse Prevention Month," and

In so declaring, City of Anderson officials, employees and citizens are encouraged to join the important efforts of all partners serving children and families to work together to prevent child abuse and neglect and build healthy, safe and nurturing families and communities. Children succeed when their parents succeed — and families do better when they live in supportive communities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Corporate Seal of the City of Anderson to be affixed this 4th day of April, 2017.

---

Baron Browning, Mayor of the City of Anderson

# Anderson City Council

## Proclamation

### Sexual Assault Awareness Month April 2017

**WHEREAS**, sexual assault is an intolerable violent crime with public health implications for every person in Shasta County as a victim or as a family member, significant other, neighbor, or co-worker of a victim/survivor; and

**WHEREAS**, rape, child sexual abuse, sexual assault, and sexual harassment harm our community, one in five women and 1 in 33 men will be a victim of sexual assault at some point in their lives; and

**WHEREAS**, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before the age of 18; and

**WHEREAS**, young people experience heightened rates of sexual violence, and youth ages 12 through 17 are 2.5 times as likely to be victims of rape or sexual assault; and

**WHEREAS**, nationally, 1 in 4 college women will be sexually assaulted during her academic career and 21% to 53% of college students have experienced at least once incident of dating violence; and

**WHEREAS**, rape is one the most underreported crimes, with victims of sexual violence facing both immediate and long-term psychological consequences such as fear, anxiety, depression, and post-traumatic stress disorder; and

**WHEREAS**, we must work together with the staff and volunteers of sexual assault programs in Shasta County to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

**WHEREAS**, when we as a community “Start By Believing” victims of sexual assault, victims are more likely to report their victimization to law enforcement and seek supportive services; and

**WHEREAS**, the first step is increasing education, awareness, and community involvement; and

**WHEREAS**, citizens are encouraged to say “NO MORE” to sexual violence and take action to create one safe place for all;

**NOW, THEREFORE**, the Council of the City of Anderson does hereby proclaim April 2017 as Sexual Assault Awareness Month in Anderson and join advocates in our community in taking action to prevent sexual violence.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Corporate Seal of the City of Anderson to be affixed this 4th day of April, 2017.

---

*Baron Browning, Mayor of the City of Anderson*

## ANDERSON CITY COUNCIL PROCLAMATION

### RECOGNIZING SHASCOM PUBLIC SAFETY TELECOMMUNICATION PROFESSIONALS SERVING ANDERSON AND THE SURROUNDING COMMUNITY

**WHEREAS**, emergencies can occur at any time that require police, fire or emergency medical services; and

**WHEREAS**, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, Public Safety Telecommunication Professionals are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, while enduring long shifts and handling frequent life and death emergencies, Public Safety Telecommunication Professionals set high standards in performing their duties in a dedicated, diligent, and loyal manner; and

**WHEREAS**, Public Safety Telecommunication Professionals provide a critical communication link between the citizens and police, fire, and emergency medical service providers; and

**WHEREAS**, Public Safety Telecommunication Professionals efficiently coordinate emergency services for both man-made and natural disasters to ensure the health and safety of our community; and

**WHEREAS**, Public Safety Telecommunication Professionals are rarely visible to the public while performing an exceptional service that deserves praise and recognition.

**NOW, THEREFORE**, the City Council of the City of Anderson, State of California, does hereby recognize the SHASCOM Public Safety Telecommunication Professionals in conjunction with National Public Safety Telecommunicator Week, April 9-15, 2017, and commend their devotion, contribution and service to the City of Anderson and the surrounding community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Corporate Seal of the City of Anderson to be affixed this 4th day of April, 2017.

---

Baron Browning, Mayor of the City of Anderson

# **DRAFT**

## **ANDERSON CITY COUNCIL MINUTES**

**Regular Meeting  
March 21, 2017**

### **REGULAR SESSION**

The regular session was called to order at 6:00 p.m.

#### **ROLL CALL**

Councilmembers present: Councilmember Neutze  
Councilmember Hunt  
Councilmember Baugh  
Vice-Mayor Comnick  
Mayor Browning

Councilmembers absent: None.

Also present: City Manager Jeff Kiser, City Attorney Jody Burgess, Assistant City Manager Liz Cottrell, Police Lieutenant Rocky Harpham, City Engineer David Durette, and City Clerk Juanita Barnett.

#### **INVOCATION**

Fred Lucero, P.E., P.L.S., APD Chaplain & PACE Engineering Principal Engineer, gave the Invocation.

#### **PLEDGE OF ALLEGIANCE**

Councilmember Susie Baugh led the Pledge of Allegiance.

#### **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

Anderson New Tech High School representative Brandi Lien gave a report on school activities.

Anderson Middle School Leadership Class representatives Makala Castele and Jennifer Short gave report on Leadership activities.

*The City of Anderson is an Equal Opportunity Provider*

Jeff Nelson addressed the City Council and requested they consider doing something special to honor local veteran Chad Regelin who was killed in action in Afghanistan in 2012. He suggested possibly naming a street after Chad or declaring a Chad Regelin Day.

**CONSENT AGENDA**

By motion made, seconded (Connick/Baugh), and carried by a 5-0 vote, the Council took the following action:

Approved the minutes of the regular meeting of March 7, 2017.

Received and filed warrant 7343 to 7422 in the amount of \$47,406.22; warrant 7423 to 7489 in the amount of \$132,702.13; an ACH in the amount of \$1,142.90; and an ACH in the amount of \$26,688.94.

Waived reading, except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.

Vote: AYES: Councilmembers Connick, Baugh, Neutze, Hunt, and Mayor Browning.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

**PUBLIC HEARINGS**

**ALL NOTICES WERE GIVEN ACCORDING TO LAW.**

**PUBLIC HEARING: INTRODUCTION OF AN ORDINANCE GOVERNING DRONES;  
ORDINANCE NO. 806**

City Attorney Jody Burgess, together with City Manager Jeff Kiser and Police Lieutenant Rocky Harpham, gave a staff report and answered questions from the Council.

Lieutenant Harpham gave a brief demonstration of the Police Department's drone.

**6:26 p.m.:** The Public Hearing was opened. No comments were received and the Public Hearing was closed.

By motion made, seconded (Baugh/Neutze), and carried by a 5/0 vote, the Council introduced Ordinance No. 806 (First Reading), amending the Anderson Municipal Code by adding Chapter IV, entitled "Regulation of Unmanned Aircraft" to Article 9, and set it for enactment (Second Reading) on April 4, 2017.

Vote: AYES: Councilmembers Baugh, Neutze, Hunt, Comnick, and Mayor Browning.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

The City Clerk read the ordinance by title only.

**PUBLIC HEARING: INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 17.02.135 OF THE ANDERSON MUNICIPAL CODE REGULATING ANIMALS, FOWL AND BEEKEEPING: ORDINANCE NO. 807**

City Attorney Jody Burgess, together with Haven Humane Director Mark Storrey and City Manager Jeff Kiser, gave a staff report and answered questions from the Council.

**6:37 p.m.:** The Public Hearing was opened.

Denise McClain asked if the ordinance addressed puppies.

Mark Storrey stated the ordinance defines puppies as any dog four months or less.

**6:38 p.m.:** The Public Hearing was closed.

By motion made, seconded (Baugh /Neutze), and carried by a 5/0 vote, the Council introduced Ordinance No. 807 (First Reading), amending Chapter 17.02.135-Animals, Fowl, Beekeeping of the Anderson Municipal Code regulating the number of animals that may be kept, and set it for enactment (second reading) on April 4, 2017.

Vote: AYES: Councilmembers Baugh, Neutze, Hunt, Comnick, and Mayor Browning.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

The City Clerk read the ordinance by title only.

**REGULAR AGENDA**

**COUNCIL REPORTS/COMMENTS**

Councilmembers used this time to report on meetings and activities they participated in and to announce upcoming events.



**WORKSHOP**

**CITY COUNCIL WORKSHOP – RECOMMENDED PRIORITY PROGRAMS AND PROJECTS FOR 2017-2019**

City Manager Jeff Kiser gave a staff report and answered questions from the Council.

The City Council conducted a Workshop to discuss and vote on a list of priority programs and projects for the July 1, 2017 to June 30, 2019 fiscal years.

**ADJOURNMENT**

**7:16 p.m.:**    ***The City Council adjourned to April 4, 2017.***

\_\_\_\_\_  
Baron Browning, Mayor

ATTEST:

\_\_\_\_\_  
Juanita Barnett, City Clerk

# AGENDA ITEM

**April 4, 2017 City Council Meeting**



**Approved for Submittal By:**

*Jeff Kiser*  
\_\_\_\_\_  
Jeff Kiser, City Manager

**To Be Presented By:**

*Liz Cottrell*  
\_\_\_\_\_  
Liz Cottrell, Finance Director/Treasurer

To: Honorable Mayor and Members of the Anderson City Council

Through: Jeff Kiser, City Manager

From: Liz Cottrell, Finance Director/Treasurer

Date: April 4, 2017

## **SUBJECT**

**Receive and File Weekly Warrant Registers.**

## **RECOMMENDATION**

Receive and file warrant 7490 to 7561 in the amount of \$69,401.45; Receive and file warrant 7562 to 7617 in the amount of \$207,293.93; Receive and file ACH in the amount of \$1,142.90; Receive and file ACH in the amount of \$25,786.40.

## **ATTACHMENTS**

Warrant Registers.

Check Register Report

Date: 03/16/2017

Time: 3:12 pm

Page: 1

City of Anderson

BANK: TRI COUNTIES BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>TRI COUNTIES BANK Checks</b>							
7490	03/17/2017	Printed		05645	AMERICAN FIDELITY ASSURANCE	INSURANCE PREMIUM- MAR 17	2,642.18
7491	03/17/2017	Printed		05645	AMERICAN FIDELITY ASSURANCE	INSURANCE PREMIUM-SEPT 16	889.99
7492	03/17/2017	Printed		05644	AMERICAN FIDELITY ASSURANCE CO	CAFETERIA 125 P/E 03/10/2017	473.05
7493	03/17/2017	Printed		1010	ANDERSON FARM & YARD SUP.	SUPPLIES	145.46
7494	03/17/2017	Printed		1150	ANTHEM BLUE CROSS LIFE AND	HEALTH INS. PREMIUM-HUNT	1,162.00
7495	03/17/2017	Printed		0580	APOA	DUES FOR P/E 03/10/2017	850.00
7496	03/17/2017	Printed		111011	AT& T CALNET	PHONE CHARGES	79.51
7497	03/17/2017	Printed		111011	AT& T CALNET	SINTF-PHONE CHARGES	208.20
7498	03/17/2017	Printed		11135	AXNER EXCAVATING,INC.	SUPPLIES	55.77
7499	03/17/2017	Printed		1133	BASIC LAB,INC.	PROFESSIONAL SERVICES	483.80
7500	03/17/2017	Printed		118730	NYJEL BUCHANAN	PROFESSIONAL SERVICES	264.00
7501	03/17/2017	Printed		118660	BUTTE COLLEGE	REGISTRATION-CHIMENTI	80.00
7502	03/17/2017	Printed		118660	BUTTE COLLEGE	REGISTRATION-HAYNES	80.00
7503	03/17/2017	Printed		118660	BUTTE COLLEGE	REGISTRATION-RAMIREZ	80.00
7504	03/17/2017	Printed		118660	BUTTE COLLEGE	REGISTRATION-FINCH	80.00
7505	03/17/2017	Printed		118660	BUTTE COLLEGE	REGISTRATION-RICHARDSON	80.00
7506	03/17/2017	Printed		120602	CA. DEPT. OF CHILD SUPPORT SER	PAR #0002232853 P/E 03/10/2017	69.23
7507	03/16/2017	Void	03/16/2017			Void Check	0.00
7508	03/17/2017	Printed		1210	CALIFORNIA SAFETY CO.	PROFESSIONAL SERVICES	1,225.50
7509	03/17/2017	Printed		1300	CHEMSEARCH	SUPPLIES	424.20
7510	03/17/2017	Printed		1352	COMCATE	LICENSE AGREEMENT	8,876.84
7511	03/17/2017	Printed		1337	NORMA COMNICK	HEALTH INS. REIMBURSEMENT	390.85
7512	03/17/2017	Printed		13859	COPQUEST, INC.	SUPPLIES	428.46
7513	03/17/2017	Printed		13909	COPY CATS	PROFESSIONAL SERVICES	14.08
7514	03/17/2017	Printed		13986	COSTCO MEMBERSHIP	MEMBERSHIP RENEWAL-KISER	165.00
7515	03/17/2017	Printed		14417	CASEY DAY	PER DIEM-TRAINING	31.00
7516	03/17/2017	Printed		1480	DEPT OF JUSTICE	FINGERPRINT APPLICATIONS	66.00
7517	03/17/2017	Printed		1517600	TROY DUENAS	PROFESSIONAL SERVICES	144.00
7518	03/17/2017	Printed		154855	ENERPOWER	UTILITIES	1,362.00
7519	03/17/2017	Printed		100155	EWING	SUPPLIES	1,876.40
7520	03/17/2017	Printed		1631285	FOLSOM READY MIX	MATERIALS	440.80
7521	03/17/2017	Printed		16650952	DELFINA GARCIA	RETURN ASSET FORFEITURE	6,104.64
7522	03/17/2017	Printed		1700	GILES LOCK & SECURITY SYTEMS	PROFESSIONAL SERVICES	105.11
7523	03/17/2017	Printed		17513	MICHAEL HALLAGAN	REIMBURSEMENT-K9 ADVERTISING	54.95
7524	03/17/2017	Printed		18109	HILLYARD, INC.	JANITORIAL SUPPLIES	372.40
7525	03/17/2017	Printed		1840	ICMA RETIREMENT TRUST 457	PLAN #302204 P/E 03/10/17	870.00
7526	03/17/2017	Printed		1850430	INLAND BUSINESS SYSTEMS	MONTHLY MAINTENANCE OVERAGE	345.34
7527	03/16/2017	Void	03/16/2017			Void Check	0.00
7528	03/17/2017	Printed		1890	JEFF'S PEST CONTROL	PROFESSIONAL SERVICES	326.00
7529	03/17/2017	Printed		190103	SHAQUILLE JONES	PROFESSIONAL SERVICES	72.00
7530	03/16/2017	Void	03/16/2017			Void Check	0.00
7531	03/17/2017	Printed		190800	K & S STAFFING SOLUTIONS, INC.	PROFESSIONAL SERVICES	2,310.40
7532	03/17/2017	Printed		1929145	KATHY LAVINE	CLEANING DEPOSIT REFUND	75.00
7533	03/17/2017	Printed		19347	LYNDA LECOE	CLEANING DEPOSIT REFUND	500.00
7534	03/17/2017	Printed		198229	KEVIN MCCLANAHAN	PROFESSIONAL SERVICES	384.00
7535	03/17/2017	Printed		198787	MCMASTER-CARR SUPPLY CO.	SUPPLIES	119.16
7536	03/17/2017	Printed		1988241	MENDES SUPPLY	SUPPLIES	173.54
7537	03/17/2017	Printed		1988240	DARREN MENDOZA	CJSSP STIPEND	1,000.00
7538	03/17/2017	Printed		2074650	NATIONAL METER & AUTOMATION,	EQUIPMENT	3,060.90
7539	03/17/2017	Printed		4074	NORTHERN LIGHTS ENERGY, INC.	FUEL CHARGES	10,583.91
7540	03/16/2017	Void	03/16/2017			Void Check	0.00
7541	03/17/2017	Printed		3051	OFFICE DEPOT	OFFICE SUPPLIES	1,162.28
7542	03/16/2017	Void	03/16/2017			Void Check	0.00

Check Register Report

Date: 03/16/2017  
 Time: 3:12 pm  
 Page: 2

City of Anderson

BANK: TRI COUNTIES BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>TRI COUNTIES BANK Checks</b>							
7543	03/17/2017	Printed		4000	PACIFIC GAS & ELECTRIC	UTILITIES	686.85
7544	03/17/2017	Printed		50100	RAY MORGAN CO.	MONTHLY LEASE	184.43
7545	03/17/2017	Printed		5060145	REDDING TELEPHONE ANSWERING	PROFESSIONAL SERVICES	28.10
7546	03/17/2017	Printed		507080	LUKE RENARD	CJSSP STIPEND	1,000.00
7547	03/17/2017	Printed		100145	SANTA ROSA JR. COLLEGE	REGISTRATION-DAY	66.00
7548	03/17/2017	Printed		6003591	BRIAN SCHEEL	PROFESSIONAL SERVICES	528.00
7549	03/17/2017	Printed		6005712	HOPE SETH	PROFESSIONAL SERVICES	1,600.00
7550	03/17/2017	Printed		6090	SHASTA COUNTY INFO. TECH. DEPT	SINTF-PC & MAINTENANCE	2,040.70
7551	03/17/2017	Printed		70110	SHASTA COUNTY RECORDER	NOC - CA0106-CA7017 DUNCAN	18.00
7552	03/17/2017	Printed		7064419	ZACHARY SNELL	PROFESSIONAL SERVICES	72.00
7553	03/17/2017	Printed		706732	SPECIAL SERVICES GROUP, LLC	SINTF-RENEWAL COVERT TRACK	1,586.10
7554	03/17/2017	Printed		70876	SUTTER MEDICAL FOUNDATION-	PROFESSIONAL SERVICES	384.00
7555	03/17/2017	Printed		80021	TIDMORE CONSTRUCTION	PROFESSIONAL SVC-1720 JERI	7,065.40
7556	03/17/2017	Printed		80040	TOMASINI BLACKSMITHING &	SUPPLIES	83.88
7557	03/17/2017	Printed		80101	USA BLUEBOOK	SUPPLIES	86.40
7558	03/17/2017	Printed		16735	VCA GATEWAY ANIMAL HOSPITAL	PROFESSIONAL SERVICES	80.25
7559	03/17/2017	Printed		80911	WEST COAST TECHNOLOGY	PROFESSIONAL SERVICES	2,347.00
7560	03/17/2017	Printed		80907	WESTERN BUSINESS PRODUCTS	SINTF-MONTHLY LEASE	56.39
7561	03/17/2017	Printed		9027259	GARY WORKMAN	PROFESSIONAL SERVICES	600.00

Total Checks: 72

Checks Total (excluding void checks):

69,401.45

Total Payments: 72

Bank Total (excluding void checks):

69,401.45

Total Payments: 72

Grand Total (excluding void checks):

69,401.45

 3/16/17  
 SIGNATURE DATE

03/17/2017 ACH Members First Credit Union \$1,142.90

For Payroll Ending 3/10/2017

03/17/2017 ACH PERS \$25,786.40

For Payroll Ending 3/10/2017

# Check Register Report

Date: 03/23/2017

Time: 2:53 pm

Page: 1

City of Anderson

BANK: TRI COUNTIES BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>TRI COUNTIES BANK Checks</b>							
7562	03/17/2017	Printed		8009202	UNITED STATES TREASURY	FEDERAL TAX PENALTY FORM #941	591.49
7563	03/24/2017	Printed		050210	AAMIGO IRRIGATION SUPPLY	SUPPLIES	49.02
7564	03/24/2017	Printed		05197	ADAMS VIDEO PRODUCTIONS	PROFESSIONAL SERVICES	250.00
7565	03/24/2017	Printed		057015	ANDERSON CHAMBER OF COMMERCE	AWARDS DINNER TICKETS	80.00
7566	03/24/2017	Printed		057015	ANDERSON CHAMBER OF COMMERCE	AWARD DINNER TICKETS	280.00
7567	03/24/2017	Printed		1010	ANDERSON FARM & YARD SUP.	SUPPLIES	154.40
7568	03/24/2017	Printed		1103250	DEVIN ARMSTRONG	PROFESSIONAL SERVICES	104.00
7569	03/24/2017	Printed		11095	AT & T	PHONE CHARGES	99.83
7570	03/24/2017	Printed		1133	BASIC LAB, INC.	PROFESSIONAL SERVICES	683.40
7571	03/24/2017	Printed		11361090	BEELE TRACTOR COMPANY	SUPPLIES	464.05
7572	03/24/2017	Printed		1180	BORGES & MAHONEY INC.	EQUIPMENT REPAIR	761.02
7573	03/24/2017	Printed		118400	BARON BROWNING	HEALTH INS. REIMBURSEMENT	1,459.79
7574	03/24/2017	Printed		1206020	CA. HOUSING FINANCE AGENCY	HELP LOAN #080803-01	50,000.00
7575	03/24/2017	Printed		1280	CDA	ASSET FORFEITURES	317.73
7576	03/24/2017	Printed		128571	JESUS A. CERVANTES	CLEANING DEPOSIT REFUND	500.00
7577	03/24/2017	Printed		131750	CHARTER COMMUNICATIONS	INTERNET SERVICES	570.97
7578	03/24/2017	Printed		13162	CHRIS CHIMENTI	PER DIEM- TRAINING	31.00
7579	03/24/2017	Printed		13760	CONSOLIDATED ELECTRICAL DIST.	SUPPLIES	343.52
7580	03/24/2017	Printed		13909	COPY CATS	SUPPLIES	57.38
7581	03/24/2017	Printed		120520	CSG CONSULTANTS	PROFESSIONAL SERVICES	10,881.71
7582	03/24/2017	Printed		149005	DE LAGE LANDEN FINANCIAL SVC	SINTF-MONTHLY LEASE	32.46
7583	03/24/2017	Printed		1490	DEPT. OF TRANSPORTATION	COOP #02-0157, PROJ 021600016K	10,871.97
7584	03/24/2017	Printed		157863	EVERBANK	MONTHLY LEASE	206.07
7585	03/24/2017	Printed		05808	FASTENERS INC.	SUPPLIES	85.18
7586	03/24/2017	Printed		1659315	GFOA	SUPPLIES	133.00
7587	03/24/2017	Printed		17513	MICHAEL HALLAGAN	PER DIEM-TRAINING	31.00
7588	03/24/2017	Printed		17895	HAVEN HUMANE SOCIETY	ANIMAL CONTRACT FEES	5,317.00
7589	03/24/2017	Printed		1790	HAWES RANCH & FARM SUPPLY	SUPPLIES	153.31
7590	03/24/2017	Printed		1807583	HIGHWAY SPECIALTY CO, INC	SUPPLIES	128.38
7591	03/24/2017	Printed		1824590	HUGHES CONSTRUCTION	EQUIPMENT RENTAL	259.20
7592	03/23/2017	Void	03/23/2017			Void Check	0.00
7593	03/24/2017	Printed		1929	LAUNDRY WORLD	PROFESSIONAL SERVICES	1,998.54
7594	03/24/2017	Printed		1964440	LONE STAR SIX, INC.	PROFESSIONAL SERVICES	300.00
7595	03/24/2017	Printed		198206	MAXX MINI STORAGE	SINTF-MONTHLY RENT	103.00
7596	03/24/2017	Printed		2060	N.C.G.T. TRUST FUND	HEALTH INS. PREMIUM -APRIL 17	80,676.00
7597	03/24/2017	Printed		2088031	NORCAL WHOLESALE BARK	MATERIALS	3,491.10
7598	03/23/2017	Void	03/23/2017			Void Check	0.00
7599	03/24/2017	Printed		3051	OFFICE DEPOT	OFFICE SUPPLIES	1,047.58
7600	03/24/2017	Printed		3080	PACE ENGINEERING, INC.	PROFESSIONAL SERVICES	374.00
7601	03/24/2017	Printed		4000	PACIFIC GAS & ELECTRIC	UTILITIES	15.66
7602	03/24/2017	Printed		407426	RICHARD PRATT	CERTIFICATIONS RENEWAL	260.00
7603	03/24/2017	Printed		50200	REDDING RECORD SEARCHLIGHT	ADVERTISING	240.87
7604	03/24/2017	Printed		50706	REMEDY ENGINEERING, INC.	PROFESSIONAL SERVICES	5,064.50
7605	03/24/2017	Printed		6065	SHASTA CO. DISTRICT ATTORNEY	ASSET FORFEITURES	3,814.78
7606	03/24/2017	Printed		6059	SHASTA COUNTY AUDITOR	#00941-007443 ASSET FORFEITURE	7,625.48
7607	03/24/2017	Printed		6090	SHASTA COUNTY INFO. TECH. DEPT	SINTF-PC MAINTENANCE	1,032.24
7608	03/24/2017	Printed		7040	SHELL FLEET CARD	FUEL CHARGES	74.12
7609	03/24/2017	Printed		7063701	COREY SIMCOE	RETURN ASSET FORFEITURE	1,210.40
7610	03/24/2017	Printed		7064252	KAROL SMITH	CLEANING DEPOSIT REFUND	350.00
7611	03/24/2017	Printed		80040	TOMASINI BLACKSMITHING & SUPPLIES	PROFESSIONAL SVCS & SUPPLIES	44.17
7612	03/23/2017	Void	03/23/2017			Void Check	0.00

Check Register Report

Date: 03/23/2017

Time: 2:53 pm

Page: 2

City of Anderson

BANK: TRI COUNTIES BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>TRI COUNTIES BANK Checks</b>							
7613	03/24/2017	Printed		81539	VERIZON WIRELESS	PHONE CHARGES	1,446.25
7614	03/24/2017	Printed		81539	VERIZON WIRELESS	SINTF-PHONE CHARGES	490.34
7615	03/24/2017	Printed		80911	WEST COAST TECHNOLOGY	EQUIPMENT	2,682.26
7616	03/24/2017	Printed		80907	WESTERN BUSINESS PRODUCTS	MONTHLY LEASE	55.76
7617	03/24/2017	Printed		90361	ZETX, INC	SINTF-EQUIPMENT	10,000.00

Total Checks: 56

Checks Total (excluding void checks): 207,293.93

Total Payments: 56

Bank Total (excluding void checks): 207,293.93

Total Payments: 56

Grand Total (excluding void checks): 207,293.93

  
SIGNATURE

3/27/17  
DATE




# AGENDA ITEM

**April 4, 2017, City Council Meeting**

**Approved for Submittal By:**

  
Jeff Kiser, City Manager

**To Be Presented By:**

  
Jody Burgess, City Attorney

To: Honorable Mayor and Members of the Anderson City Council  
Through: Jeff Kiser, City Manager  
From: Jody Burgess, City Attorney  
Date: April 4, 2017

## **SUBJECT**

**Enactment of Ordinance No. 806 governing Drones**

## **RECOMMENDATION**

The City Attorney recommends that the City Council:

**Enact Ordinance No. 806 (Second Reading), amending the Anderson Municipal Code by adding Chapter IV, entitled "Regulation of Unmanned Aircraft" to Article 9, as Introduced (First Reading) on March 21, 2017.**

## **FISCAL IMPACT**

None.

## **DISCUSSION and BACKGROUND**

On March 21, 2017, the City Council introduced (First Reading) Ordinance No. 806 to regulate unmanned Aircrafts (UA) and Unmanned Aircraft Systems (UAS) in the City of Anderson and set the ordinance for enactment on April 4, 2017.

The purpose of the proposed ordinance is to add Chapter IV, entitled "Regulation of Unmanned Aircraft" to Article 9 of the Anderson Municipal Code, which, if adopted, will regulate the use of unmanned aircraft and unmanned aircraft systems (commonly drones) within the City of Anderson to facilitate the health and safety of its residents by ensuring that drones used within the City of Anderson are used in a way to avoid injury to others, maintain compliance with the FAA regulations, and to prevent an unreasonable invasion of privacy to our citizens of Anderson.

Staff is recommending Council adopt Ordinance No. 806 as attached to this staff report thereby enacting it into law to become effective thirty days from this date.

## **ATTACHMENTS**

1. Ordinance No. 806



**ORDINANCE NO. 806**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANDERSON  
TO ESTABLISH REGULATIONS CONCERNING THE USE OF  
UNMANNED AIRCRAFT SYSTEMS**

**WHEREAS**, Unmanned Aircraft Systems commonly referred to as drones are devices designed and intended to be flown under the control of a remote pilot or via a geographic positions system (GPS) guided autopilot mode have become increasingly available to private citizens for personal and recreation uses due to their declining costs; and

**WHEREAS**, the operation of Unmanned Aircraft ("UA") and Unmanned Aircraft Systems ("UAS") can at times pose a hazard to full-scale aircraft in flight and to persons and property on the ground; and

**WHEREAS**, if the use of Unmanned Aircraft Systems should be left unregulated it can pose threats to the reasonable expectation of privacy to citizens within the jurisdiction of this City; and

**WHEREAS**, imposing community-based safety regulations on the operation of all Unmanned Aircraft, including model aircrafts, consistent with Federal Aviation Rules is necessary to mitigate such risks and to protect the public from hazards associated with the operation of Unmanned Aircraft and Unmanned Aircraft Systems; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ANDERSON DOES ORDAIN AS FOLLOWS:**

**SECTION 1.**

Chapter IV, entitled "Regulation of Unmanned Aircraft" is added to Article 9 of the Anderson Municipal Code and shall read as follows:

**IV. Regulation of Unmanned Aircraft**

**Chapter 9.31 Operating an unmanned aircraft system**

**Section 9.31.010 Definitions:**

For the purpose of this section the following definitions shall apply:

1. **"Unmanned Aircraft" ("UA")** is an aircraft, including but not limited to an aircraft commonly known as a drone that is operated without possibility of direct human intervention from within or on the aircraft.

2. **“Unmanned Aircraft System” (“UAS”)** is an Unmanned Aircraft and associated elements, including, but not limited to, any communication links and components that control the Unmanned Aircraft that carries an apparatus that captures still (photographs) or moving images (videos) or any other payload.

**Section 9.31.020 – Regulating use of Unmanned Aircraft and Unmanned Aircraft Systems.**

1. The following shall apply to the operation of any Unmanned Aircraft and Unmanned Aircraft System:

- a) Every UAS that requires registration with the FAA shall be registered in accordance with the FAA Part 107 Registration requirements. UAS operators who do not register their UAS in accordance with the FAA Part 107 Registration requirements are in violation of this section, and are subject to all applicable legal penalties enforced by the FAA.
- b) Every UAS that requires registration under the FAA must bear its assigned FAA registration numbers affixed to the UAS.
- c) No person shall operate an UAS to record or transmit any visual image or audio record of any person or private real property located in the City under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy (including but not limited to inside a private residence or office and inside an enclosed yard).
- d) No person shall operate an UA or an UAS within the City outside of daylight hours (between official local times from sunrise and sunset), no more than 400 feet above ground level and no faster than 30 mph.
- e) No person shall operate any UA or UAS in the City beyond the visual line of sight of the person operating the UA or UAS. The operator must use his or her own natural vision to observe the UA/UAS. Visual line of sight means that the operator has an unobstructed view of the UA/UAS. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a “first-person view” from the UA/UAS, do not constitute the visual line of sight of the person operating the UA or UAS.
- f) No person shall operate an UA or an UAS within the City closer than 25 feet to any human being. This provision of the Ordinance shall not apply as to operator of the UA or UAS and shall not apply during any UA or UAS takeoff and landing event.

- g) No person shall operate an UA or an UAS while under the influence of alcohol or any other drugs, intoxicating compound or any combination thereof.
- h) No person shall operate an UA or an UAS in a careless or reckless manner that is reasonably likely to jeopardize the safety or welfare of the public or in fact causes injury to the public.
- i) No person shall operate an UA or an UAS that is equipped with hazardous materials or items that may be considered to be weapons. Aircraft fuel used to navigate the UA in use is not a material or items considered to be a weapon.
- j) No person shall operate an UA or an UAS in violation of any temporary flight restriction or "Notice to Airmen" (NOTAM) issued by the Federal Aviation Administration (FAA).
- k) No person shall operate an UA or an UAS in the path of any manned aircraft.
- l) No person shall operate an UA or an UAS in a manner that interferes with police activities, firefighting or emergency response or investigative activities.
- m) This section shall not prohibit the use of any model aircraft where the use occurs as described in Section 336 of the FAA Modernization and Reform Act of 2012 or where the use is exempt under Title 14 of the Code of Federal Regulations part 107.
- n) This section shall not apply to a public agency's use of an UAS where operated pursuant to, and in compliance with, the terms and conditions of any current and enforceable authorization granted by the FAA.

### **Section 9.31.020 - Violation**

Any operator of an AU or an UAS who violates Section 9.31.020 of this Code is subject to an infraction, fines and confiscation of the UA or the UAS by the Anderson Police Department.

**SECTION 3.** This ordinance shall take effect thirty (30) days after the date of its adoption.

Ordinance No. 806  
April 4, 2017  
Page 4 of 4

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Anderson held on March 21, 2017, and enacted at a regular meeting of the City Council of the City of Anderson held on April 4, 2017, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Baron Browning, Mayor of the City of Anderson

ATTEST:

---

Juanita Barnett, City Clerk



# AGENDA ITEM

**April 4, 2017, City Council Meeting**

**Approved for Submittal By:**

  
Jeff Kiser, City Manager

**To Be Presented By:**

  
Jody Burgess, City Attorney

To: Honorable Mayor and Members of the Anderson City Council  
Through: Jeff Kiser, City Manager  
From: Jody Burgess, City Attorney  
Date: April 4, 2017

## **SUBJECT**

**Enactment of Ordinance No. 807 Amending Chapter 17.02.135 of the Anderson Municipal Code regulating Animals, Fowl and Beekeeping.**

## **RECOMMENDATION**

The City Attorney recommends that the City Council:

**Enact Ordinance No. 807 (Second Reading), amending Chapter 17.02.135-Animals, Fowl, Beekeeping of the Anderson Municipal Code regulating the number of animals that may be kept, as Introduced (First Reading) on March 21, 2017.**

## **FISCAL IMPACT**

None.

## **DISCUSSION and BACKGROUND**

On March 21, 2017, the City Council introduced (First Reading) Ordinance No. 807 to amend the Anderson Municipal Code regulating the number of animals that may be kept and set the ordinance for enactment on April 4, 2017.

Staff is recommending Council adopt Ordinance No. 807 as attached to this staff report thereby enacting it into law to become effective thirty days from this date.

## **ATTACHMENTS**

1. Proposed Ordinance

**ORDINANCE NO. 807**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANDERSON  
AMENDING TITLE 17, CHAPTER 17.02, AT SECTION 17.02.135  
(ANIMALS, FOWL, AND BEEKEEPING) OF THE ANDERSON MUNICIPAL CODE**

WHEREAS, the City of Anderson presently maintains regulations over animals, fowl, and beekeeping; and

WHEREAS, the City of Anderson has recently entered into a contract with Haven Humane for the performance of animal regulation tasks within the City of Anderson; and

WHEREAS, in conferring with the Haven Humane staff it was determined that a revision to our City's Municipal Code could assist in addressing the feral cat population within the City of Anderson and to better regulate the number of dogs and/or cats a person may possess without a City issued Kennel License; and

WHEREAS, the City of Anderson desires to amend its animal regulations to aid in addressing the feral cat population and to better regulate the number of dogs and/or cats a person may maintain at a dwelling without a dog kennel license.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ANDERSON DOES ORDAIN AS FOLLOWS:**

**SECTION 1.**

Title 17, Chapter 17.02, at Section 17.02.135 (B) of the Anderson Municipal Code is hereby amended to read as follows:

**Keeping of Dogs and Cats.**

1. It shall be unlawful for any person to keep, harbor, or maintain in or about any dwelling, or the curtilage thereof, more than six dogs or six cats, or any combination thereof exceeding a total of six, each of which is over the age of four months, unless the owner has obtained a kennel license under the provisions of this Section.
2. The term "dwelling" as used in this section is defined in the same manner as such term is defined in the zoning regulations of the City.
3. The provision of this section shall not apply to any owner who owns more than six dogs or cats, or any combination thereof, on the effective date of the ordinance codified in this chapter so long as the dogs are licensed by the owner under this chapter. This exception does not apply to any dogs subsequently owned, acquired or otherwise possessed by such owner after the effective date of this ordinance.

Ordinance No. 807

April 4, 2017

Page 2 of 2

**SECTION 2.**

This ordinance shall take effect thirty (30) days after the date of its adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Anderson held on March 21, 2017, and enacted at a regular meeting of the City Council of the City of Anderson held on April 4, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Baron Browning, Mayor of the City of Anderson

ATTEST:

---

Juanita Barnett, City Clerk





# AGENDA ITEM

**April 4, 2017, City Council Meeting**

**Approved for Submittal By:**

  
Jeff Kiser, City Manager

**To Be Presented By:**

  
Liz Cottrell, Assistant City Manager

To: Honorable Mayor and Members of the Anderson City Council

Through: Jeff Kiser, City Manager

From: Liz Cottrell, Assistant City Manager

Date: April 4, 2017

## **SUBJECT**

**Resolutions directing the filing of the Annual Reports for Assessment District No. 1993-2, Landscape and Lighting District No. 2006-1, South Ridge Terrace - Unit 1 Landscaping Maintenance District, and Sanitary Sewer Maintenance District 1-09, Silvergate Subdivision for the 2017/2018 fiscal year.**

## **RECOMMENDATION**

The Assistant City Manager recommends that the City Council:

- 1. Adopt a resolution directing PACE Civil Engineering to file the Annual Report for Assessment District No. 1993-2, with no rate increase or change in assessment methodology.**
- 2. Adopt a resolution directing David Taussig & Associates, Inc. to file the Annual Report for Landscape and Lighting Assessment District No. 2006-1 for the Vineyards at Anderson, with an authorized cost of living increase.**
- 3. Adopt a resolution directing EFS Engineering, Inc. to file the Annual Report for South Ridge Terrace - Unit 1 Landscaping Maintenance District, with an authorized cost of living increase.**

4. **Adopt a resolution directing Pace Civil Engineering, Inc. to file the Annual Report for Sanitary Sewer Maintenance District 01-09, Silvergate Subdivision, with an authorized cost of living increase.**

#### **FISCAL IMPACT**

The City of Anderson established District No. 1993-2 to offset the cost of electrical energy for streetlights with the City. The assessment revenues received in the prior fiscal year were \$59,250.

Assessment District No. 2006-1 was established to maintain the public landscaping and lighting along the streets fronting the first 115 lots within the initial Vineyards at Anderson development. The assessment revenue received in the prior fiscal year were \$20,250.

South Ridge Terrace – Unit 1 Landscaping Maintenance District was established to maintain the landscape planter area along the north side of Yellow Finch in the South Ridge Terrace subdivision. The assessment revenue received in the prior fiscal year were \$7,400.

The Sanitary Sewer Maintenance District 1-09, Silvergate Subdivision was established to maintain the sewer lift station that services the lots in this subdivision exclusively. The assessment revenues received in the prior fiscal year were \$11,603.

#### **DISCUSSION and BACKGROUND**

In 1993, the City of Anderson formed **Assessment District 1993-2** under the California Landscape and Lighting District Act of 1972. Although the title of the enabling legislation includes both landscape and lighting, in the City of Anderson this annual assessment is restricted solely to provide funds for electrical energy costs for street lighting and no assessment is made for landscaping. The Landscaping and Lighting Act of 1972 requires that each year following the formation of the District, the legislative body renew the annual assessment. The assessment is \$15 per developed parcel, plus \$10 for each additional living unit on that developed parcel.

On June 20, 2006, the City of Anderson formed **Assessment District No. 2006-1** under the Landscape and Lighting District Act of 1972. The purpose of this District is to maintain the street lights and landscaping within the right-of-way for a portion of the Vineyards subdivision now known as Skyview. The formation documents for Assessment District No. 2006-1 contains a provision allowing annual indexing tied to the published Consumer Price Index. The Assessment Engineer will complete these calculations.

On July 18, 2006, the City of Anderson adopted a resolution forming the **South Ridge Terrace – Unit 1 Landscaping Maintenance District**. The purpose of this District is to maintain the landscape planter area along the north side of Yellow Finch in the South Ridge Terrace subdivision. The formation documents for the South Ridge Terrace – Unit 1 Landscape Maintenance District contain a provision for annual indexing tied to the published Consumer Price Index. The Assessment Engineer will complete these calculations.

On March 17, 2009, the City of Anderson adopted a resolution forming the **Sanitary Sewer Maintenance District 1-09**, Silvergate Subdivision under the Improvement Act of 1911, to maintain the sewer lift station servicing lots in the Silvergate Subdivision. The formation documents for Assessment District No. 2006-1 contain a provision allowing annual indexing tied to the published Consumer Price Index. The Assessment Engineer will complete these calculations.

The first step for placing the annual assessments is for the City Council to direct the engineers of record, PACE Civil Engineering, David Taussig & Associates, Inc., EFS Engineering Inc., and PACE Civil Engineering Services, Inc. respectively, to prepare the various Engineers' Reports. Once complete, these reports are brought back to the Council for adoption.

The proposed schedule for the four renewals is as follows:

Meeting of April 4, 2017      Approve Resolutions to Direct Filing of Engineers' Reports

Meeting of June 6, 2017      Receive Engineers' Reports and Adopt Resolutions of Intention

Meeting of July 18, 2017      Hold Public Hearings and Approve Assessments

#### **ATTACHMENTS**

1. Proposed Resolution for Assessment District No. 1993-2.
2. Proposed Resolution for Landscape and Lighting District No. 2006-1.
3. Proposed Resolution for South Ridge Terrace - Unit 1 Landscaping Maintenance District.
4. Proposed Resolution for Sanitary Sewer Maintenance District - Silvergate Subdivision.

**RESOLUTION NO 17-**

**RESOLUTION DIRECTING FILING OF ANNUAL REPORT**

**Assessment District No. 1993-2  
(Pursuant to the Landscaping and Lighting Act of 1972)**

The City Council of the City of Anderson resolves:

- 1 PACE Engineering, the firm designated by this Council as the Engineer of Work for Assessment District No. 1993-2, is hereby directed to file an annual report in accordance with the provisions for the Landscaping and Lighting Act of 1972.
- 2 This resolution is adopted pursuant to Section 22622 of the Streets and Highway Code.

PASSED AND ADOPTED BY the City Council of the City of Anderson on April 4, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Baron Browning, Mayor

ATTEST:

---

Juanita Barnett, City Clerk

**RESOLUTION NO 17-**

**RESOLUTION DIRECTING FILING OF ANNUAL REPORT**

**Landscaping and Lighting District No. 2006-1  
(Pursuant to the Landscaping and Lighting Act of 1972)**

The City Council of the City of Anderson resolves:

- 1 David Taussig & Associates, Inc., the firm designated by this Council as the Engineer of Work for Landscaping and Lighting District No. 2006-1, is hereby directed to file an annual report in accordance with the provisions for the Landscaping and Lighting Act of 1972.
- 2 This resolution is adopted pursuant to Section 22622 of the Streets and Highway Code.

PASSED AND ADOPTED BY the City Council of the City of Anderson on April 4, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Baron Browning, Mayor

ATTEST:

---

Juanita Barnett, City Clerk

**RESOLUTION NO 17-**

**RESOLUTION DIRECTING FILING OF ANNUAL REPORT**

**South Ridge Terrace - Unit 1 Landscaping Maintenance District  
(Pursuant to the Landscaping and Lighting Act of 1972)**

The City Council of the City of Anderson resolves:

- 1 EFS Engineering, Inc., the firm designated by this Council as the Engineer of Work for South Ridge Terrace - Unit 1 Landscape Maintenance District, is hereby directed to file an annual report in accordance with the provisions for the Landscaping and Lighting Act of 1972.
- 2 This resolution is adopted pursuant to Section 22622 of the Streets and Highway Code.

PASSED AND ADOPTED BY the City Council of the City of Anderson on April 4, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Baron Browning, Mayor

ATTEST:

---

Juanita Barnett, City Clerk

**RESOLUTION NO 17-**

**RESOLUTION DIRECTING FILING OF ANNUAL REPORT**

**Sanitary Sewer Maintenance District – Silvergate Subdivision  
(Pursuant to the Improvement Act of 1911)**

The City Council of the City of Anderson resolves:

- 1 PACE Civil Engineering Services, Inc., the firm designated by this Council as the Engineer of Work for the Sanitary Sewer Maintenance District, Silvergate Subdivision, is hereby directed to file an annual report in accordance with the provisions for the Improvement Act of 1911.
- 2 This resolution is adopted pursuant to Section 5821.3 of the Streets and Highway Code.

PASSED AND ADOPTED BY the City Council of the City of Anderson on April 4, 2017 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

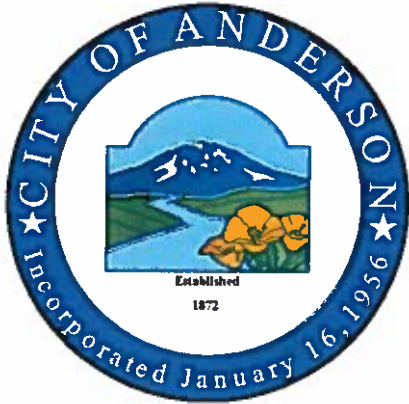
---

Baron Browning, Mayor

ATTEST:

---

Juanita Barnett, City Clerk



# AGENDA ITEM

**April 4, 2017, City Council Meeting**

**Approved for Submittal By:**

*Jeff Kiser*  
Jeff Kiser, City Manager

**To Be Presented By:**

*Jeff Kiser*  
For Jim Hamilton, AICP, Planning Consultant

To: Honorable Mayor and Members of the Anderson City Council  
Through: Jeff Kiser, City Manager  
From: Jim Hamilton, AICP, Planning Consultant  
Date: April 4, 2017

## **SUBJECT**

**Public Hearing - City Council Resolution Authorizing an Extension of Water Service Outside City Limits to Property at 19912 Riverside Ave., Anderson, CA (Weaver Property).**

## **RECOMMENDATION**

Staff recommends that the City Council:

- 1. Conduct a Public Hearing;**
- 2. Adopt the attached Resolution requesting the Shasta Local Agency Formation Commission initiate proceedings for a water services extension outside the City limits to serve the property located at 19912 Riverside Avenue, Anderson, CA; (Shasta County APN 050-530-015); and**
- 3. Determine that the proposed water line extension is categorically exempt from CEQA pursuant to CEQA Guidelines §15303 Class 3 (d) "New Construction Or Conversion Of Small Structures"; and**
- 4. Authorize the City Manager to execute the Service Extension and Annexation agreement on behalf of the City.**



## **FISCAL IMPACT**

The requested actions will have no direct fiscal impact. Pursuant to Council direction the property owner is required to fund LAFCO and City processing costs for the request, and to pay for all engineering and construction costs. The City will be required to maintain additional water lines and provide water service capacity to serve the property, however this cost will be offset by payment of water connection fees and monthly supply service charges. Indirectly, the development of a commercial property outside the City limits could have cost associated with emergency response under existing mutual aid agreements. The City will receive no property tax or other direct revenue from the development.

## **DISCUSSION and BACKGROUND**

On February 8, 2017 the City received a request from Mr. Brent Weaver representing MW Holdings, LLC, for water service to a mini-storage business to be constructed on Riverside Avenue. Mr. Weaver is seeking County permits to construct the mini-storage project in two phases – Phase 1 will include 341 storage units and a care taker residence, and Phase II will add an additional 246 units. The property is located between the Sacramento River and Riverside Drive, 200 feet west of the intersection of Loop Road and Riverside. The property includes a single family residence and outbuildings, but is otherwise undeveloped.

Anderson Fire Protection District has determined the State Fire Code will require that the mini-storage units be sprinklered, and that fire flows meet a minimum of 2,000 gallons per minute for a total of 30 minutes. Construction of the project will require that Mr. Weaver provide a substantial well and infrastructure with sufficient capacity to meet fire flow requirements, or to connect to the City's system. Attached is a letter from the Anderson Fire Protection District supporting Mr. Weaver's request.

The City currently has a 10 inch water line (Ox Yoke Industrial Park system) and hydrant located within the Riverside Road right-of-way, approximately 400-500 feet to the west of the Weaver property. The Ox Yoke system is adequate to meet required daily water demands for the area, and recent fire-flow tests (2/27/17) indicate there is sufficient capacity to serve the development. At present, the City only provides water service outside its corporate limits to the Wooded Acres subdivision east of the Sacramento River.

On February 21, 2017 the City Council directed staff to move forward with the request, subject to completion of a pre-annexation and water service extension agreement between the property owner and the City. A draft agreement has been prepared (attached), and has been reviewed by Mr. Weaver. The agreement requires the property owner to bear all processing costs, as well as construction costs associated with the request.

### **Local Agency Formation Commission (LAFCO) Requirements**

Existing law allows a city to extend services outside its boundaries only if it first requests and receives written approval from LAFCO. Section 56133 of the Government Code allows LAFCO to authorize such an extension of services only in case of an emergency and/or in anticipation of a later change of organization (i.e. annexation).

Initiating a services extension will require a LAFCO petition from the City. The process will involve an application to LAFCO, a deposit for LAFCO processing costs, a plan for the extensions of services, a City Council resolution of support various services extension exhibits, a CEQA determination and a City approved agreement with Mr. Weaver to not oppose a future annexation (*See attached resolution and exhibits*).

The Council considered the pros and cons of this request at the February 21 meeting. To reiterate:

### **Pros**

- If Mr. Weaver moves forward with the project (Shasta County will be the sole approval authority), insuring that the development is done in a safe manner would be in the best interest of the surrounding residents and Mr. Weaver.
- If the project is built and ultimately annexed into the City, it will meet city standards for minimum fire flows.
- Should the City wish to annex the area in the future, Mr. Weaver (and future property owners) will be obligated to support the request.
- Since the City has no discretionary permitting or ministerial authority over the project, an agreement to extend services provides an opportunity for negotiation between the City and property owner to address concerns over the design and development of the property. In this case the only significant issue is related to traffic safety and operations on Riverside Drive resulting from vehicles entering and exiting the site. However the draft agreement allows the City some oversight in how this issue is addressed as a condition of the extension of water service.

### **Cons**

- Extending municipal services may encourage similar requests by establishing a precedent and this is generally not in the community's best interests. The City does not receive fiscal offsets necessary to address service needs when projects are built in the City's SOI.
- The City will have no permit oversight on the design or use of the property to insure consistency with adopted City policies and standards.
- The City will be committing itself (as part of the required LAFCO resolution) to a potential future annexation of the property which must include multiple surrounding properties and roads.

<b>ATTACHMENTS</b>
--------------------

1. Locator Map
2. 2-8-17 Letter from Mr. Weaver.
3. 2-10-17 Letter from Anderson Fire Protection District.
4. Project Water Connection exhibit
5. City Council LAFCO Resolution including Agreement for Services.



Ref: Letter requesting water service for 19912 Riverside Avenue

Date: February 7, 2017

---

Dear Anderson City Council:


I recently acquired a parcel located at 19912 Riverside Avenue with the intentions of building a mini storage facility. For the past several months I have been working through the permitting process with the County, as part of that process they had me meet with Anderson Fire as this property falls within the Anderson Fire District.

From discussions with Anderson Fire they recommended that I pursue water services for my onsite fire protection from Anderson, which has a fire hydrant located within a few hundred feet of my property.

It is my understanding that in order for me to engage with LAFCO to this end, that the City Council of Anderson needs to first vote on whether they would like to grant water service to my property.

Thank you for taking this matter into consideration, I will look forward to hearing from your council.

Sincerely,



Brent Weaver  
MW Holdings LLC, Partner  
Cell: 355-4694  
Email: [brent@weaver-lumber.com](mailto:brent@weaver-lumber.com)



# ANDERSON FIRE PROTECTION DISTRICT

1925 Howard St. Anderson, CA 96007  
(530)-378-6699 Fax: (530) 378-6697

---

February 8, 2017

Anderson City Council  
City of Anderson  
1887 Howard Street  
Anderson, CA 96007

**RECEIVED**

**FEB 10 2017**

CITY OF ANDERSON  
PLANNING/PUB WORKS

Re: Riverside Mini Storage

Council Members,

Anderson Fire Protection District has been working with, Brent Weaver, on a two Phase build out of a mini storage facility located on Riverside Drive near Ox Yoke Road. The proposed property is within the unincorporated area of Shasta County and just outside the City of Anderson services area. After review of the site plan Anderson Fire Protection District would be in strong support of the property being extended in to the City of Anderson services area to provide city water service. If you have any further questions on this matter as it relates to the fire department please contact Fire Inspector Zahara at 1925 Howard Street, Anderson CA 96007 or via phone (530) 360 - 2267.

Thank you for your consideration in this matter.

Eugene Zahara

A handwritten signature in blue ink that reads "Eugene Zahara".

Fire Inspector  
Anderson Fire Protection District

**ATTACHMENT 4 - PROJECT WATER CONNECTION EXHIBIT**

**This attachment will be provided at the City Council meeting.**

**Resolution No. 17-\_\_\_\_\_**

**A RESOLUTION OF APPLICATION BY THE CITY COUNCIL OF THE CITY OF ANDERSON REQUESTING THE SHASTA LOCAL AGENCY FORMATION COMMISSION INITIATE PROCEEDINGS FOR A SERVICE EXTENSION**

WHEREAS, the City of Anderson (herein referred to as “City”) is authorized to provide municipal services pursuant to Title 13 – “Water and Sewer” of the Anderson Municipal Code; and

WHEREAS, the City of Anderson has received a request from Mr. Brent Weaver, a partner representing MW HOLDINGS, LLC, the Property Owner, to extend water services to provide adequate water for fire protection for the property located at 19912 Riverside Avenue, Anderson, CA; (Shasta County APN 050-530-015) as reflected on the attached Exhibit A; and

WHEREAS, the Property Owner has applied to the County of Shasta for permits necessary to develop the property in a manner consistent with the requirements of Shasta County; and

WHEREAS, the Anderson Fire Protection District has provided correspondence to the City to support the Property Owner’s request in order to better protect public safety by assuring the availability of water volume and water pressure to meet emergency fire-flow requirements to the property; and

WHEREAS, the City has studied options for providing municipal services and concluded that a limited services extension outside City boundaries and inside the Sphere of Influence is feasible and appropriate at this time; and

WHEREAS, the services would be limited to water service only; and

WHEREAS, per Section 56133 of the Cortese Knox Herzberg Local Government Reorganization Act of 2000, a City may propose a services extension outside City boundaries and inside the Sphere of Influence to the LAFCO Commission; and

WHEREAS, per Section 56133 (b) of the Cortese Knox Herzberg Local Government Reorganization Act of 2000), The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization; and

WHEREAS, the City Council has considered the specific facts associated with the request for service extension, and subject to the required execution of the agreement for services and future annexation attached hereto as Exhibit B, finds that such extension would serve in protecting the health, safety and general welfare of the residents of the City of Anderson; and

WHEREAS, public notice of the hearing on the proposed services extension was provided through a legal notice published in the Record-Searchlight on March 26, 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council as follows:

1. The City Council hereby requests that the Shasta LAFCO initiate proceedings to consider a services extension outside City of Anderson jurisdictional boundaries and inside the Sphere of Influence to provide adequate fire-flows to the property as requested by the Property Owner and the Anderson Fire Protection District.

2. The City Council is serving as Lead Agency for this proposal pursuant to the California Environmental Quality Act (CEQA). LAFCO is a Responsible Agency. The City Council finds that the proposal is Categorically Exempt from CEQA pursuant to CEQA Guidelines §15303 Class 3 (d) “New Construction Or Conversion Of Small Structures”, which exempts construction and location of limited numbers of new, small facilities or structures including water main, sewage, electrical, gas, and other utility extensions.
3. The City staff is authorized and directed to prepare a plan for services in consultation with the property owner, to demonstrate that the proposed services can be extended without diminished services within the City boundary.
4. The City staff is authorized and directed to take all actions consistent with this resolution to assist in processing the services extension request with Shasta LAFCO.
5. That the requested extension shall be subject to the requirements of the fully executed “City of Anderson Agreement to Extend Utility Service Outside City Limits” attached hereto.
6. That such extension of services is limited in scope, and any revision to the nature and purpose of the Property Owners request or use of the property or of City services shall require the separate approval of the City Council.

**The foregoing resolution was introduced at a regular meeting of the City Council of the City of Anderson held on April 4, 2017, and was adopted by the City Council of the City of Anderson by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Baron Browning, Mayor of the City of Anderson

ATTEST:

---

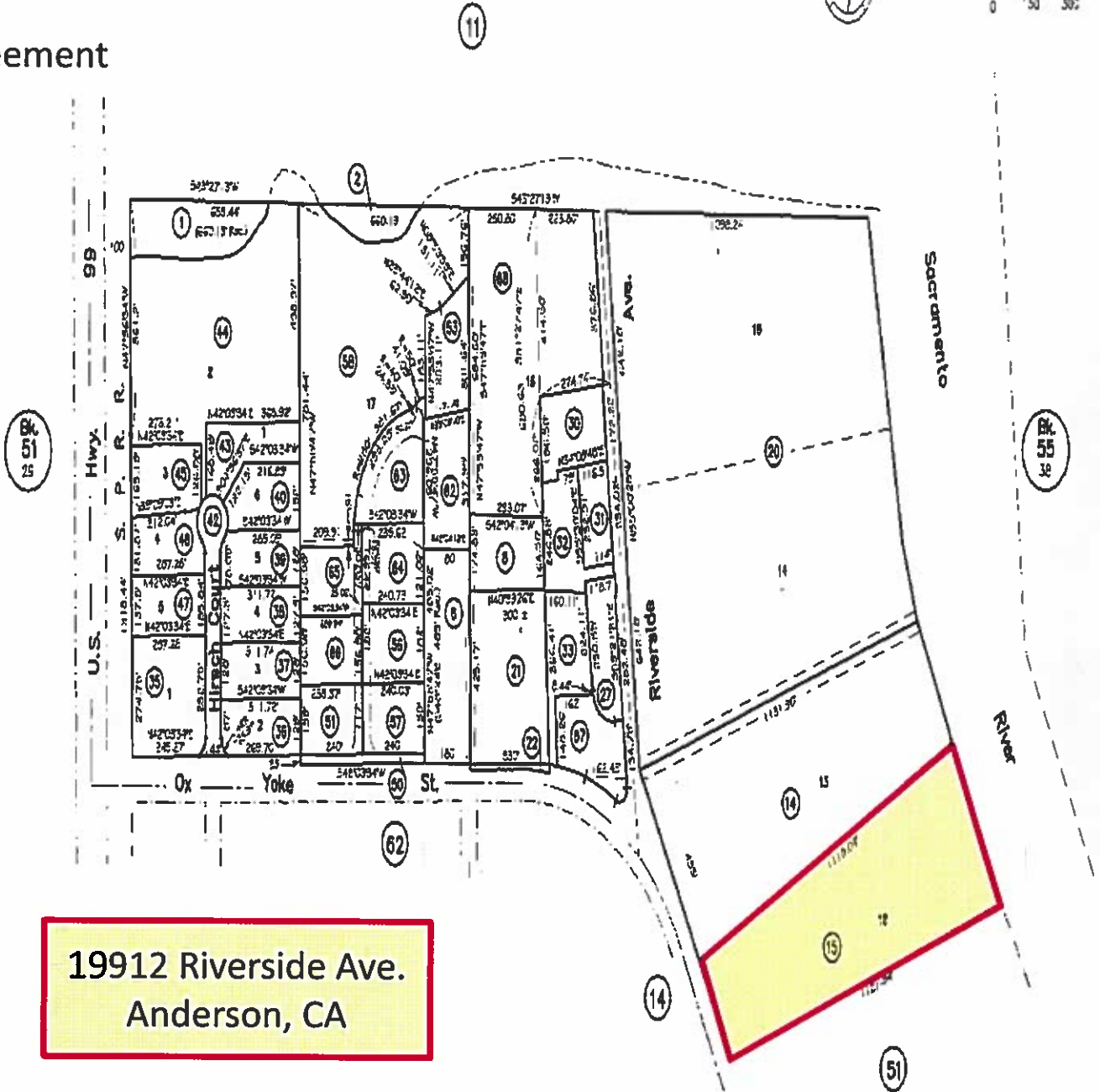
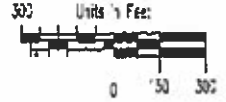
Juanita Barnett, City Clerk



EXHIBIT A –  
 MW Holding,  
 LLC  
 Agreement

Por. Sec. 39, P.B. Reading Grant

50-53



**19912 Riverside Ave.  
 Anderson, CA**

Por. Belle Vue Tract, O.P.-45,52, T.P.-52,66,  
 P.M.32-45,33-11,33-40,33-52,34-7,35-14,  
 L.S.31-71,32-68,31-31,

**FOR REFERENCE ONLY**  
 This map and all information hereon are for reference only. No warranty is made by the County of Santa Clara for the accuracy of the information shown hereon. The only deed of this map is for the original purchaser. This is not a legal document and no legal action should be taken thereon.  
 Santa Clara County Assessor

**CITY OF ANDERSON AGREEMENT TO  
EXTEND UTILITY SERVICE OUTSIDE CITY  
LIMITS**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of ANDERSON (“City”) and MW HOLDINGS, LLC (“Owner”) to extend certain utility services to real property located at 19912 Riverside Avenue, Anderson, CA 96007 (Shasta County APN 050-530-015).

**RECITALS**

A. City is a California municipal corporation located in Shasta County, California, charged with the responsibility for preserving the peace, health and safety of its citizens, and authorized to provide the following utility services where adequate service is not available: water and/or sewer service.

B. Pursuant to ANDERSON City Code and the direction of the City Council, the City Manager, may authorize the extension of one or more of the above-stated utility services beyond City’s territorial limits upon satisfaction of certain terms and conditions.

C. Owner holds fee title to that certain real property whose general location or address is stated above (the “Property”). The Property is situated beyond City’s territorial limits, but is within the limits of City’s Sphere of Influence and adjacent to the City service area which will allow the utility service to be provided pursuant to this Agreement.

D. Owner has made written application to City for an extension of the following utility services to the Property (check services to be provided):

  X   Water

       Sewer

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals and the mutual obligations contained herein, City and Owner hereby covenant and agree as follows:

1. **Provision of Utility Services:** City shall provide to the Property those utility services checked above, subject to all of the terms and conditions stated herein.

2. **Improvements, Terms and Conditions:** Owner shall be responsible for the installation of the improvements deemed necessary by City for delivery of the utility services to the Property (the “offsite improvements”). Owner shall be responsible for dedicating or causing to be dedicated to City all rights- of-way in fee and/or easements deemed necessary by City for delivery of the utility services.

2.1. As used in this Agreement, “installation” includes all designing, planning engineering, permitting, constructing, inspecting and testing activities related to the improvements or facilities for which installation is required.

2.2. The offsite improvements shall be designed and improvement plans prepared by a professional engineer.

2.3. The offsite improvements shall be installed in accordance with City and Shasta County standards as applicable and in effect at the time building permits for the on-site Property improvements are obtained from Shasta County.

2.4. Dedications of rights-of-way and/or easements are not effective until formally accepted by City. Prior to being accepted, the Owner shall provide to City a current preliminary title report in a form and substance acceptable to City. A legible copy of the vesting deed and all underlying documents for all exceptions of record shall accompany the title report. All costs for the dedication, including but not limited to the aforementioned reports, shall be Owner’s obligation.

2.5. Installation of the offsite improvements shall be deemed completed when accepted by the City Engineer, and, when so accepted, all lines, pipes, mains and other appurtenances that are part of the offsite improvements and which are situated in rights-of-way or easements dedicated to or otherwise owned by City (the “facilities”) shall be deemed to be owned by City. Thereafter, City shall have exclusive control, supervision and management of the facilities and shall be responsible for the maintenance of the facilities.

2.6. Dedication of required rights-of-way and/or easements or encroachment permits, the design of the offsite improvements and the preparation of the improvement plans are **not** subject to deferral and must be approved in writing by the City’s Engineer prior to commencement of construction of the offsite improvements

2.7. Owner shall pay the full costs incurred by City for the processing and permitting, review, installation, including without limitation any inspection, and testing of the facilities. Owner shall make final payment of the full cost incurred by City for the connection of offsite improvements to the City System prior to delivery of the utility services by City.

2.8. As a condition to the City’s agreement to provide utility services to the Property, the Owner agrees without reservation to the conditions as set forth in Exhibit A - “Conditions for Provision of Utility Services” attached to this agreement, and herein incorporated by reference.

3. Charges, Fees & Assessments payable at permitting. In addition to the estimated costs to be paid pursuant to subsection 2.7 above, Owner shall pay all of the following fees, charges and assessments at the time a building permit is issued for construction of the offsite improvements:

3.1. Fees and charges by City directly related to the installation of the improvements, the facilities and/or the establishment of the utility services. They include, but are not limited to, charges for turnouts, meters, service lines, and impact fees.

3.2. An “out-of-city” assessment for the purpose of reducing the burden put on City in extending the utility services to new properties outside City’s territorial limits. This assessment shall be applied toward the capital costs incurred by City in supporting the provision of utility services to properties outside the City’s territorial limits. This assessment is intended solely as a contractual obligation of the Owner for the utility services provided by City pursuant to this Agreement. The amount of the assessment shall be equal to the amount of the development fees related to the utility services provided herein that would normally be charged by City for new development within the City’s territorial limits. For this Agreement, the amount of such assessment is \$ TBD.

4. Charges & Fees Payable With Utility Services. In addition to the final costs to be paid pursuant to subsection 2.7 above, Owner shall pay services charges and fees, usually paid on a monthly basis, pursuant to rates established by City from time to time.

5. No Diversion of Services. Owner acknowledges and agrees that the utility services provided by City under this Agreement are solely intended to serve the Property and no other real property. Owner shall not and is expressly prohibited from diverting, conveying, transferring or otherwise allowing any of the utility services, or any part of any of the utility services, to serve any other real property. In the event the Property is split, divided or subdivided into separate parcels, utility services will continue to be provided under this Agreement only for the benefit of the parcel of real property on which is situated the principal or main building or use that existed on the Property prior to such split, division or subdivision.

6. Compliance with City Requirements: Owner shall comply with all applicable provisions of the Municipal Code concerning delivery of utility services inside the city limits and concerning City utility services generally. Owner shall comply with all written policies of the Public Works Department implementing said Code provisions, and the same shall be deemed to have been incorporated herein by this reference. Without limiting the previous general requirements of compliance stated in this Section 6, Owner shall cause the Property to meet the same development standards required by City of properties within the limits of the City to the maximum extent reasonably possible as determined by the City Engineer, the City’s Development Services Director, and Shasta County authorities. Where the City and County standards are found to be in conflict, the Parties shall negotiate in good faith to achieve a mutually acceptable resolution meeting County standards. Should such resolution not be possible, the Owner agrees that the City shall bear no cost, liability or other burden associated with City’s decision.

7. Consent to Future Annexation: At the present time it may be impractical or not feasible for City to annex the Property. Therefore, Owner hereby consents to willingly and without reservation agree to and participate in any future annexation petition that encompasses the Property.

8. Discontinuance of Utility Services: A utility service provided to the Property under this Agreement may be discontinued in accordance with the procedures and for the reasons stated in Title 13 “Water and Sewers” of the ANDERSON City Code, as applicable to the utility service provided.

9. Statement of Public Policy: This Agreement shall not be construed as limiting the right of Owner, or any successor in interest of Owner to all or any portion of the Property, to appear and testify in support of or in opposition to zoning changes, building permits, or any other official act affecting the Property before a governmental body or officials considering such matters, including, but not limited to, the ability to file such protests and objections as may be permitted by law considering the formation of an improvement district, the extent of the district or any assessment or contract related thereto. This Section shall not supersede or abrogate in anyway the Owners obligations or responsibilities as set forth in this agreement.

10. **Entire Agreement:** This instrument contains the entire agreement between the parties and no statement, promise or inducement made by either party, or agent of either party, that is not contained in this written contract shall be valid or binding, and this Agreement may not be enlarged, modified, or altered, except in writing, signed by the parties and endorsed hereon.

11. **Binding Effect:** This Agreement shall be recorded, shall run with the land, and inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns.

12. **Interpretation:** This Agreement shall be construed in accordance with the laws of the State of California. If any court of competent jurisdiction declares any portion or portions of this Agreement invalid, the remaining provisions hereof shall remain in full force and effect.

13. **Enforcement:** Both parties may enforce this Agreement in a court of law or equity, and the prevailing party shall be entitled to recover the reasonable costs and expenses, including reasonable attorney fees, that the party incurs.

14. **Indemnification:** The Owner(s) shall defend, indemnify, and hold harmless the City of Anderson, its officers, employees or agents from any claim, action or proceeding against the City or its officers, employees or agents to attack, set aside, void, or annul any action, approval or condition of the City of Anderson concerning the Owners project and/or this agreement. The City shall promptly notify the owner of any claim, action or proceeding concerning the project or agreement and the City shall cooperate fully in the defense of the matter. The developer shall either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement on the day and year first above written.

**MW HOLDINGS, LLC; Property Owner**

\_\_\_\_\_  
SIGNATURE  
(Authorized Representative)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**CITY OF ANDERSON**  
A Municipal Corporation

\_\_\_\_\_  
**JEFF KISER**  
City Manager

\_\_\_\_\_  
DATE

**ATTEST:**

\_\_\_\_\_  
**JUANITA BARNETT**  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**JODY BURGESS**  
City Attorney

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

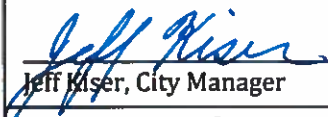
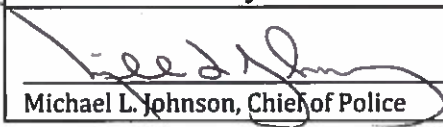
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



# AGENDA ITEM

**April 4, 2017 City Council Meeting**

<b>Approved for Submittal By:</b>
 Jeff Kiser, City Manager
<b>To Be Presented By:</b>
 Michael L. Johnson, Chief of Police

To: Honorable Mayor and Members of the Anderson City Council  
Through: Jeff Kiser, City Manager  
From: Lieutenant Rocky L Harpham  
Date: April 4, 2017

## SUBJECT

**Approval of an Integrated Public Safety System (IPS) agreement.**

## RECOMMENDATION

The Chief of Police recommends the Council:

**Approve and authorize the Mayor to sign an Integrated Public Safety System (IPS) agreement between the City of Redding, City of Anderson, and Shasta County for a five year period, effective on the date of the last signatory to the Agreement.**

## FISCAL IMPACT

While there are no direct costs for the transitional MOU, it references costs for the impending purchase of the replacement system through Spillman Technologies Inc. See report for Spillman Technologies contract.

It also references the existing IPS agreement in which operating costs are shared jointly by Shasta County, the City of Redding, and the City of Anderson on a 45-45-10 percent basis respectively.

There is a small recoupment of costs through user fees imposed on subscribing agencies which is reconciled to the annual budgets for IPS.

There is no additional General Fund impact with approval of this recommendation.



## **DISCUSSION and BACKGROUND**

Since its inception in 1991, the County of Shasta, City of Redding, and City of Anderson have, and continue to, operate IPS under a collective agreement through their law enforcement departments. IPS was formed to consolidate the various records systems and other automated programs which each of the public safety agencies were using to maximize usefulness and sharing of information, reduce redundancy, and make the best use of available personnel resources. Beside the three primary agencies, many other public safety agencies and departments rely upon the data found in the IPS System.

The IPS Directors have agreed that the current IPS system and the hardware have reached end-of-life and can no longer effectively serve the needs of the Law Enforcement Agencies, nor is equipped to receive, track, and report information required by law. Our current software must to be replaced, or overhauled; due to continued difficulties in recruitment for Report Program Generator (RPG) language programmers (the primary language that IPS System programs have been written in) and other technical hurdles, the IPS Directors agree that the best option is to migration to a commercial off-the-shelf (OTS) solution for IPS.

If approved through this recommendation, the memorandum of understanding will then require approval from the City of Redding Council. The memorandum of understanding will also be presented to the Shasta County Board of Supervisors. The City of Redding has requested to be the last since they are the purchasing agent for IPS.

The Council may choose not to approve the MOU; however, that is not recommended as this agreement protects the County, as well as the other IPS members, from possible complications and limits financial obligations from being increased. The IPS current shared system is end-of-life and needs to be replaced; it is not capable tracking and exporting data required to maintain compliance with newly enacted Federal and State reporting requirements.

### **OTHER AGENCY INVOLVEMENT**

Integrated Public Safety (IPS) is representative of the County of Shasta Sheriff's Office, City of Redding Police Department and City of Anderson Police Department. The agreement has been reviewed and approved as to form by Shasta County Counsel by separate attorney's for the Sheriff's office and SHASCOM, reviewed and approved as to form by the City of Redding Attorney's office, and reviewed and approved by the Attorney for the City of Anderson. County Risk Management has approved this agreement. The County Administrative Office has reviewed this recommendation and agreement.

The Chief of Police for the City of Redding, Chief of Police for the City of Anderson, and the Sheriff of Shasta County, who together are the Integrated Public Safety (IPS) Directors, have recommended an agreement to guide the activities of IPS through the process of implementation of a new integrated and jointly shared electronic Records Management system, which will include Jail Management, Mobile Data, In-field reporting, Computer Aided Dispatch, and County-wide message switch and necessary hardware.

<b>ATTACHMENTS</b>
--------------------

1. A copy of the proposed letter of agreement is attached.

I. Introduction

A. This Memorandum of Understanding (MOU) between the County of Shasta, a political subdivision of the State of California (COUNTY); the City of Redding, a municipal corporation (REDDING), the City of Anderson, a municipal corporation (ANDERSON), and the Shasta Area Safety Communications Agency, a joint powers agency (SHASCOM) hereinafter referred to as the PARTIES, shall serve to guide the activities of the PARTIES throughout the process of implementing a new integrated and jointly shared electronic Records Management (RMS), Jail Management, Mobile Data, In-field Reporting, Computer Aided Dispatch Systems (CAD), and County-Wide Message Switch, including server(s)/host equipment necessary to support those applications, collectively the system replacement project (SYSTEM).

II. Background

A. The 'Integrated Public Safety' task force (IPS) is presently governed by a memorandum of understanding between the COUNTY, REDDING, AND ANDERSON, the '*Agreement for the Operation of the Integrated Public Safety System*' (IPS Agreement). The current five-year term IPS Agreement having been executed on June 4, 2013 establishes the ongoing mutual need and benefit of a shared Records Management System and the mechanism whereby the costs of that SYSTEM are shared between the COUNTY, REDDING, AND ANDERSON (Exhibit A). SHASCOM is not a party to the IPS Agreement.

B. IPS is governed by a three member board consisting of the Redding Chief of Police, Anderson Chief of Police, and Sheriff of Shasta County, herein after referred to collectively as the IPS Board and individually as Law Enforcement Agency (LEA). The IPS Board has determined that the current legacy IPS systems are not practical to continue supporting and are now substandard in comparison to commercially provided solutions especially given a lack of programmer staff to continue modifications of legacy systems into the future and that the core programming logic and functionality was devised more than thirty years ago. The IPS Board determined to replace their legacy systems operated under the established IPS Agreement. The IPS Board further agrees to incorporate replacement of SHASCOM's Computer Aided Dispatch (Archonix) systems which is considered a critical component to the desired overall project goals.

C. The IPS Board has further determined that replacement of these legacy systems is compatible with and furthers the purpose statement in Section 1 of the IPS Agreement. Replacement of legacy systems will serve to improve response times, crime analysis, data reporting functionality, data integration across the involved systems, improved access to relevant law-enforcement information, and standardization of software and support services which will be responsive to legislative regulation as it impacts law enforcement operations.

D. The IPS Board confirms that the City of Redding, acting as the agent for the COUNTY, REDDING, AND ANDERSON, has procured a replacement SYSTEM through a Professional Services, Purchase and Software License Agreement with Spillman Technologies, Inc. ("Spillman Agreement").

III. Purpose, Scope, Background, Objectives

A. The PARTIES agree the existing IPS Agreement is insufficient for governing the implementation, and operational guidance of the SYSTEM. The purpose of this MOU is to provide a transitional agreement between the PARTIES to control the implementation process through the initial operational period of the SYSTEM. Following the successful installation of the replacement SYSTEM, the PARTIES shall draft and execute a revised '*Agreement for the Operation of the Integrated Public Safety System*' (IPS Agreement)

between the PARTIES for the purpose of governing future operations and sharing of operational costs. The revised agreement, upon its execution, will supersede the existing 'Agreement for the Operation of the Integrated Public Safety System' (IPS Agreement).

IV. Authorization

A. The PARTIES hereby agree to authorize the IPS Board to execute decisions relative to the SYSTEM replacement project according to the terms of the existing IPS Agreement and this MOU. In the event of a conflict between the existing IPS Agreement and this MOU, this MOU shall govern. This MOU shall exist concurrently with the existing IPS Agreement and shall survive the termination of the existing IPS Agreement. This MOU shall also exist concurrently with any successor IPS Agreement unless its termination is explicitly stated in the successor IPS Agreement. In event of a conflict between the successor IPS Agreement and this MOU, this MOU shall govern.

V. Fiscal

A. The COUNTY, REDDING, AND ANDERSON, hereby agree to share in all SYSTEM replacement expenses, as described herein, and at the same cost sharing ratio as established in the current IPS Agreement (Section 12) which specifies a cost sharing ratio of 45/45/10 for the City of Redding, County of Shasta, and the City of Anderson respectively. The COUNTY'S, REDDING'S, AND ANDERSON'S total shared aggregate obligation of costs, as outlined in section V.K, shall not exceed \$3,294,639, plus applicable taxes up to \$200,000. The COUNTY, REDDING, AND ANDERSON, approve and authorize each respective LEA's Chief or Sheriff to sign amendments (including retroactive) to this agreement resulting in a change in total compensation not to exceed \$122,530 (5 percent of the SYSTEM cost as specified in Section V.D.1.), in compliance with each respective PARTY's policies. SHASCOM shall not contribute to the SYSTEM as outlined in this Section V.A, but shall contribute to ongoing maintenance expenses as outlined in Section VI.A.

B. 'Optional' expenses, defined as any expenses which are not described herein, shall be subject to a review by the IPS Board members and be put to a vote. A unanimous vote in the affirmative shall be required before such expenses are deemed as shared by the IPS BOARD according to the terms of this MOU and the IPS Agreement.

C. Nothing herein is intended to prevent one or more members of the IPS BOARD from incurring optional expense(s) to their individual LEA budget(s) in support of independent objectives. Such optional expenses shall not be included in the shared cost cap as specified in Section V.A. Each LEA that desires to incur any optional expense under this section shall ensure that separate funding is appropriated in their budget for such expense and the IPS Board, upon confirmation of such appropriation, may authorize a change order with the SYSTEM Vendor to implement the independent objective. The LEA incurring the optional expense shall remit to the City of Redding payment for the full cost of the independent option no later than 90 days from IPS Board authorization for the change order.

D. The following expenditures are hereby agreed upon to be shared between the IPS BOARD:

1. SYSTEM

The PARTIES acknowledge that the SYSTEM Cost as stated in the Spillman Agreement is \$2,450,592, excluding taxes. Ancillary Activities (Section V.D.2.) and change orders which are discussed in Section V.D.1.b., are additional costs that shall not exceed the maximum established in Section V.A.

a) **Hardware, Software, Implementation and Related Services**

(1) PARTIES agree, as specified in Section V.A. to share in the contracted expense for required hardware, software, delivery, installation, configuration, and related services as negotiated with Spillman Technologies, Inc. and contained in the Spillman Agreement.

(2) The costs of hardware, software, implementation and other related services are stated in the Spillman Agreement. The process of contract implementation is addressed in Section VIII.et.seq.

(3) The PARTIES recognize and agree that the final cost of the SYSTEM is subject to a number of factors including any change-orders incurred after a contract is executed, and ancillary activity costs (Section V.D.2.), and as such additional contingency costs are factored into the total maximum compensation authorized under this MOU.

(4) Nothing in this MOU precludes the IPS Board from separately purchasing required SYSTEM hardware, operating systems, and other tangible goods that would be warrantied through their respective manufacturers (and not warrantied through the Spillman Agreement) if such procurement reduces the overall SYSTEM cost or provides other fiscal, logistical, or operational benefits to the PARTIES.

(5) SYSTEM components beyond the base modules of Records Management (RMS), Computer Aided Dispatch (CAD), Jail Management System (JMS), Mobile Data System (MDS), Automated Field Reporting (AFR), and Message Switch (MS), including SYSTEM interfaces, which are for the benefit of a single PARTY are considered optional expense(s), not shared costs, and will be the responsibility of the individual PARTY.

(a) If a SYSTEM component previously established to be for the benefit of a single PARTY, is later adopted for use by one or both of the other PARTIES, a prorata share of cost shall be negotiated and unanimously agreed upon by the IPS Board. The adopting parties shall provide payment to the original PARTY for the approved prorata share of cost. Under no circumstance shall the prorata cost exceed the expenses calculated had the adopting PARTIES participated in the initial purchase, as outlined in section V.K.

(6) The full cost for any handheld devices (i.e. such as tablets or other mobile data units) are not shared costs and will be charged to each PARTY based on the number of devices allocated to each LEA.

b) **Change Orders**

(1) The PARTIES acknowledge and agree that change orders are a typical and expected activity in major technology projects. A change order is the result of an unanticipated modification to the scope of work contracted with the selected vendor. Change orders result from a variety of causes and may result in minimal or extensive charges or reductions to the overall project scope and/or expense.

(2) The COUNTY, REDDING, AND ANDERSON, agree to share in the cost, and/or savings, of any change order that occurs during the course of SYSTEM implementation. Within the rules and limits established in this Section V.D.1. et. seq., each of the PARTIES authorize the City of Redding Chief of Police to sign change orders on the behalf of the PARTIES, and the REDDING Project Manager to sign change orders with no monetary value on behalf of all the PARTIES, provided that prior to such signature any change order has been approved unanimously by

all Project Managers (PM). Should there not be unanimous approval by the PMs the requested change order will require a unanimous vote of the IPS Board.<sup>[A1]</sup>

(3) Any LEA opposed to such a change order may petition the remaining LEA(s) to be excused from sharing the cost if the feature, function or other purpose precipitating the change order can be reasonably applied only to those willing to share in the cost of the change order. Any such petition must be approved by a unanimous vote of the IPS Board.

(4) The total cumulative increase of all change orders shall not exceed \$122,530, provided this limit is within the maximum established in Section V.A., and shall follow the requirements for approvals as specified in Section V.D. et. seq.

(5) Any change order(s) that is for the benefit of a single PARTY is considered an optional expense(s) not shared costs and will be the responsibility of the individual PARTY.

## 2. ANCILLARY ACTIVITIES

### a) *Data Conversion*

(1) The IPS Project Managers shall obtain cost estimates and advise the IPS Board on decisions related to the conversion of existing data from the legacy system into the replacement SYSTEM.

(2) The IPS Project Managers shall make recommendations to the IPS Board on the quantity and types of data to be considered for conversion, as well as a reasonable level of effort necessary for conversion of such data into the SYSTEM.

(3) The COUNTY, REDDING, AND ANDERSON shall share in the expense of data conversion activities approved by unanimous vote of the IPS Board to the extent such costs fall within the maximum limits of this MOU.

*(a) Any LEA requiring data conversion not approved by the majority of the IPS Board shall independently pay for any additional costs related to that activity.*

### b) *Geographical Information Services (GIS) Data*

The IPS Board recognizes that GIS data is a global SYSTEM resource and as such requires unanimous support in the following decisions.

(1) The IPS Board shall consult with local GIS departments regarding the availability and condition of GIS data needed to support the replacement SYSTEM in order to inform on decisions related to GIS data preparation activities.

(2) The IPS Board may further obtain outside consultation regarding local GIS data condition to inform on decisions related to GIS data preparation activities.

(3) The IPS Board shall determine, based upon said consultation, the level of effort and expense necessary to prepare GIS data in support of the replacement SYSTEM.

(4) The PARTIES shall share in the expense for preparation of GIS data approved by a unanimous vote of the IPS Board to the extent such costs fall within the maximum limits of this MOU.

### c) *Other*

(1) In general, all ancillary costs related to the implementation of the SYSTEM shall be shared by the PARTIES; particularly those that benefit all of the LEAs and are agreed upon by a majority of IPS Board as being reasonable and necessary.

(2) Any ancillary costs which a PARTY considers to be unnecessary or not beneficial to that PARTY may bring before the IPS Board their concern and petition

to be excused from sharing the expense in question, as outlined in section V.D.1.b.43.

E. Except as where otherwise noted herein, the COUNTY, REDDING, AND ANDERSON agree to allocate existing IPS Fund balance credited according to the 'Apportionment of Costs' proportions contained in the IPS Agreement.

1. A portion of IPS Fund balance shall be reserved as determined by a vote of the IPS Board.

F. The COUNTY, REDDING, AND ANDERSON agree to allocate funding received under "Item 5227-102-0001 of the Budget Act of 2014" (AKA 'City Realignment State Funding') by crediting each PARTY a proportion of the total grant amount based upon distribution according to local city population totals. The IPS Board agrees to the following allocation percentages for each annual distribution of said grant monies:

1. Redding PD (68%)
2. Anderson PD (16%)
3. Sheriff's Office, City of Shasta Lake (16%)

G. The COUNTY, REDDING, AND ANDERSON agree to allocate Board of State and Community Corrections Frontline Law Enforcement funding held in the City of Redding IPS Fund and allocated for this replacement SYSTEM by crediting each PARTY based on the percentages established in Section V.F.

H. The COUNTY, REDDING, AND ANDERSON agree that IPS Cash Reserves and IPS equipment funds allocated for the replacement SYSTEM will be credited to each PARTY's contribution based upon the percentages specified in Section V.A.

I. The COUNTY, REDDING, AND ANDERSON agree that the amount of funding received under 2015 Homeland Security Grant (HSG) for the replacement SYSTEM will be credited to each PARTY's contribution based upon the percentages specified in Section V.A.

J. The COUNTY, REDDING, AND ANDERSON agree that interest earned on IPS funds allocated and held for the replacement SYSTEM will be credited based upon the sharing formulas established in this Sections V.F. – V.H. for those funds. Interest earned on all other contributions made by the PARTIES toward their total share of SYSTEM cost will be credited to the PARTY who made the contribution.

K. Each LEA, to the extent additional funding not already held in the IPS fund and/or allocated in fiscal year 2016-17 (or prior fiscal years) is needed to meet their share of cost, shall present to their governing body a budgetary request to allocate the balance of their share of cost in fiscal year 2017-18. All funds deposited into the IPS Fund accrue interest as specified in Section V.J. Interest generated by the IPS Fund shall remain part of the IPS Fund for use toward SYSTEM costs and/or IPS operational expenditures. The amount of scheduled contributions required from each LEA shall be based upon the Spillman Agreement cost of \$2,450,592 for the SYSTEM replacement, \$575,940 previously paid for consulting services from ITL, Ltd., \$75,963 for necessary support components, and an additional \$122,530 contingency, resulting in a \$3,294,639 total anticipated project expense, plus applicable taxes up to \$200,000.

1. Contingency costs shall be addressed as they arise by the IPS Board (see Section V.D.1.d and Section V.D.2).

L. A fiscal report has been established for the purpose of identifying all funds contributed and allocated for the SYSTEM replacement. The report documents the funding source and apportionment to the PARTIES. This report is available to any LEA upon request and is being presented at all IPS Board meetings until such time as the SYSTEM replacement project is completed and the funds are either fully expended or

re-allocated according to the terms of this MOU, or by a superseding agreement, or by a unanimous vote of the IPS Board members.

M. Upon completion of the SYSTEM replacement project and upon full payment of any and all contractual obligations for SYSTEM procurement, any remaining funds contained in the IPS Fund shall be returned to the general IPS Fund for future operational expenses unless superseded by unanimous vote of the IPS Board or a replacement agreement to this MOU.

## VI. Maintenance Agreement

A. The Spillman Agreement for the SYSTEM includes an initial warranty period of one year as part of the initial purchase price. A maintenance agreement, negotiated with Spillman, is also included in the Spillman Agreement. Each PARTY shall be obligated to share in the expense of the maintenance agreement and all future maintenance agreements so long as that PARTY continues to participate in IPS and in use of the SYSTEM. The maintenance costs shall be factored into future IPS budgets and paid by through each LEA's annual contributions to the IPS Fund. SHASCOM will contribute funds, no less than \$130,000 per year to the SYSTEM maintenance costs, subject to adjustment and increase approved by the IPS Board according to cost increases incurred for the SYSTEM and ancillary components, not to exceed 10%. After deducting the payment from SHASCOM, the balance of the maintenance costs shall be divided among the COUNTY, REDDING, and ANDERSON based upon the percentages stated in Section V.A.

B. A PARTY may opt-out of all future maintenance expense utilizing provisions contained in Section VII; however, it will require the PARTY exercising the opt-out to cease utilization of the SYSTEM as a primary user and require a separate subscriber agreement for any necessary access to SYSTEM functions such as California Law Enforcement Telecommunications System (GLETS).

## VII. Opt-Out Provisions

A. The PARTIES recognize and agree that REDDING, as the purchasing agent under the IPS Agreement, will incur significant financial risk on behalf of the PARTIES and through contractual obligations to the selected vendor. As such, the PARTIES hereby commit to funding the SYSTEM implementation as outlined in Section V.

B. The IPS Board recognizes and agrees that a project of this magnitude requires a significant amount of commitment, both of financial and personnel resources. The IPS Board further recognizes that there are a number of risk factors that may affect project expense and its success. Every effort shall be made by the IPS Board to identify and mitigate risk factors. Despite these efforts the potential of unexpected cost increases are factors for this project and any amount of potential increase above the maximums of this agreement will require execution of an amendment by the PARTIES.

C. Following implementation and initial warranty period of the SYSTEM, future participation in the SYSTEM is subject to paid maintenance and licensing costs as well as shared costs of any upgrades. If a PARTY chooses to opt-out of future expenses, such as software upgrades, hardware upgrades, maintenance, and licensing costs, for any reason or if funding for an LEA's IPS annual contribution ceases or is materially decreased requiring opt-out, they shall, without delay, provide notification to the IPS Board. Future use of the SYSTEM will be subject to the provisions of Section VI.B. All costs associated with a PARTY opting out, such as data extraction, shall be the responsibility of the leaving PARTY. The ownership of all hardware, software, and services as itemized within the Spillman Agreement are governed by IPS, and as such, shall remain with IPS, to be utilized by all continuing members. The license for the Spillman SYSTEM to be



utilized by the remaining IPS members, with the written consent of Spillman Technologies, Inc., shall be held in the name of the largest of the IPS entities, unless otherwise agreed by all IPS members in writing.

D. If a PARTY opts out under Section VII.C, and acquires separate software from Spillman Technologies, Inc. similar to the SYSTEM implemented for IPS, the PARTY shall be subject to this section in addition to Section VII.C All costs associated with the opt-out, such as new license fees, data conversion, data separation, and interface charges necessary to configure software to emulate the SYSTEM as configured for IPS, are the expense of the PARTY choosing to opt-out. To the extent necessary, that PARTY will also be required to supply separate hardware at their expense to support the SYSTEM.

E. The PARTIES waive any and all legal recourse for recovery of contributions beyond those provided herein.

## VIII. Operational Roles and Responsibilities

A. In addition to existing responsibilities identified in the IPS Agreement, the following operational guidelines in Section VIII B and VIII C are established to address the implementation process and initial operations of the SYSTEM.

B. The PARTIES agree and recognize that operational roles and responsibilities, as defined under the existing IPS Agreement, are insufficient to address matters relevant to the implementation of the replacement SYSTEM. Therefore, the PARTIES agree to the following additional operational guidelines.

1. The PARTIES agree that the IPS Board shall form a Project Management Team to guide the implementation of the SYSTEM and to fairly represent the interest of each LEA.

2. The PARTIES agree that their respective LEA will allocate and assign personnel resources to participate as individual members of a Project TEAM which shall be formed for the purpose of informing each respective agency and other Project TEAM members in decisions related to the implementation of the replacement SYSTEM.

3. The COUNTY, REDDING, AND ANDERSON, agree that their respective LEA will assign a dedicated Project Manager to represent their agency interests to the Project Management Team in all matters related to the SYSTEM implementation process and initial operational period. Each LEA Project Manager will serve to coordinate and oversee the activities, act as a conduit of information between the Project Management Team and their respective agency staff, and serve as a liaison between the Project Management Team and their respective Agency Head. SHASCOM shall not have a Project Manager.

4. The PARTIES agree that IPS will govern all aspects of the SPILLMAN SYSTEM, including but not limited to, Records Management (RMS), Jail Management, Mobile Data, In-field Reporting, Computer Aided Dispatch Systems (CAD), County-Wide Message Switch, hardware, and vendor interfaces. Any and all persons authorized to access the SYSTEM and any of the ancillary components, shall do so through IPS approval and supervision.

### C. Committee Participation

1. The PARTIES agree that their respective LEA will allocate TEAM members for participation in various committees and tasks required for SYSTEM implementation, such as data conversion, Geographic Information Services (GIS) preparation, SYSTEM configuration, SYSTEM testing, and SYSTEM administration.

a) *SYSTEM Configurations and Testing*

(1) It is likely that SYSTEM configurations will be necessary. Many of these tasks can be accomplished by agency personnel rather than vendor personnel and thereby lowering project costs.

(2) TEAM members and/or agency personnel acting under the direction of TEAM members and vendor representatives may be called upon to participate in both the configuration of the SYSTEM and testing prior to 'go-live.

(3) Examples of configuration tasks may include manual data-key entry of information, creation of 'tabled' information, or other SYSTEM settings.

b) *SYSTEM Administration*

(1) Departing from the current system administration methods (PubSafe, Jalan, InterAct911) which are largely centralized under the IPS team, future system administration tasks under the new SYSTEM may be distributed at multiple levels, including IPS and local agency personnel.

IX. Term, Termination

A. The TERM of this MOU will be for a period of five (5) years from the date of the final signature. It may be terminated at an earlier date upon written agreement signed by all PARTIES.

X. iSeries Legacy System

The legacy system is primarily operated within an IBM iSeries environment which was determined to be at "end-of-life" in 2014. The costs of maintaining this environment are separate and apart from the cost of procuring the replacement SYSTEM.

A. The IPS Board voted to extend the legacy system operating environment to achieve the following objectives.

1. Provide access to legacy data and information beyond the time when the replacement SYSTEM is implemented.
2. Ensure stable and secure operations of the legacy system during the implementation of the replacement SYSTEM.
3. Reduce the level of risk involved with converting legacy data into the replacement SYSTEM.

B. The IPS Board further agree to retire the legacy system at the earliest date deemed to be feasible by the IPS Board following the implementation of the replacement SYSTEM in order to reduce overall operational costs for the LEAs.

1. The costs for maintaining the legacy system will continue to be shared by the IPS Board until such time as the legacy system is retired.

XI. Dispute Resolution

A. Should any dispute or disagreement arise during the term of this MOU, the PARTIES authorize the IPS Board to negotiate in good faith and compromise to resolve the issue. The IPS Board shall seek relevant

input regarding the disputed matter from supporting staff and agencies such as IPS line-staff, PARTIES' Information Technology staff, PARTIES' administrative offices, and PARTIES' legal staff.

B. Legal action through the courts shall be the final recourse of the PARTIES having exhausted all other means to resolve disputes or disagreements arising from or relating to this MOU. Any party may file its complaint/legal action without first engaging in the dispute resolution procedures set forth in Section XI (A), when done to prevent a lapse in the relevant limitations period(s). Any such litigation shall be brought and completed through settlement, dismissal or judgment in the Superior Court for the County of Shasta.

## XII. Indemnification

A. It is agreed that each of the Parties shall, for its sole negligence, or sole willful conduct, mutually save and hold each of the other parties and each of the other parties' appointed and elected officials, its agents, representatives, volunteers, and employees harmless from all costs, expenses, losses, liability, and damages, including death or damages to property caused by any act or neglect of such party, its agents, representatives, volunteers, officials, or employees in the performance of this agreement.

## XIII. Notices

A. Any notices required by this Agreement should be in writing, signed by a duly authorized official, employee, or representative of that party, and mailed to each of the other parties' certified mail, postage prepaid as follows:

If to REDDING:

Police Chief  
Redding Police Department  
1313 California Street  
Redding, GA 96001

And to: City Manager  
City of Redding  
City Hall  
777 Cypress Avenue  
Redding, GA 96001

If to ANDERSON:

Police Chief  
Anderson Police Department  
1040 Main Street  
Anderson, CA 96007

And to: City Manager  
City of Anderson  
City Hall  
1887 Howard Street  
Anderson, CA 96007

If to COUNTY:

Sheriff  
Shasta County Sheriff's Office  
300 Park Marina Circle  
Redding, CA 96001

And to: County Executive Officer

County of Shasta  
1450 Court Street, Suite 308A  
Redding, CA 96001-1673

If to SHASCOM:

SHASCOM Director  
SHASCOM-911  
3101 South Street  
Redding, CA 96001

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**ATTEST:**

**CITY OF REDDING**

\_\_\_\_\_

\_\_\_\_\_

Pam Mize, City Clerk

Brent Weaver, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Barry E. DeWalt  
City Attorney

By \_\_\_\_\_  
Barry E. DeWalt, City Attorney

Date: \_\_\_\_\_

**ATTEST:**

**CITY OF ANDERSON**

\_\_\_\_\_  
Juanita Barnett, City Clerk

\_\_\_\_\_  
Baron Browning, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jody Burgess, City Attorney

Date: \_\_\_\_\_

**[CONTINUED ON NEXT PAGE]**

**ATTEST:**

**COUNTY OF SHASTA**

Lawrence G. Lees  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Chairman  
Shasta County Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Rubin E. Cruse, Jr. County Counsel

By \_\_\_\_\_  
Rubin E. Cruse, Jr. County Counsel

Date: \_\_\_\_\_

**Risk Management**

By: \_\_\_\_\_  
James Johnson, Risk Management Analyst I

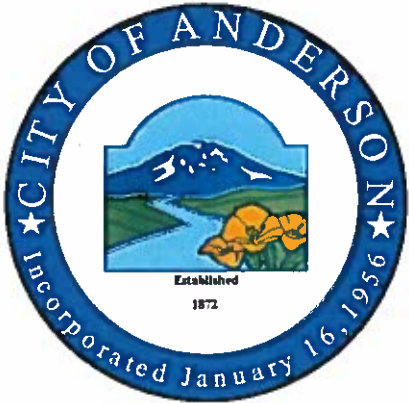
Date: \_\_\_\_\_

**ATTEST:**

**SHASTA AREA SAFETY COMMUNICATIONS AGENCY**



By \_\_\_\_\_  
James Divis, Director SHASCOM

Date: \_\_\_\_\_



# AGENDA ITEM

**April 4, 2017 City Council Meeting**

<b>Approved for Submittal By:</b>
 Jeff Kiser, City Manager
<b>To Be Presented By:</b>
 Michael L. Johnson, Chief of Police

To: Honorable Mayor and Members of the Anderson City Council  
Through: Jeff Kiser, City Manager  
From: Lieutenant Rocky L Harpham  
Date: April 4, 2017

## **SUBJECT**

Approval of a contract with Spillman Technologies, Inc. to design, create and implement a new integrated and jointly shared electronic Records Management system, which will include Jail Management, Mobile Data, In-field reporting, Computer Aided Dispatch, and County-wide message switch and necessary hardware.

## **RECOMMENDATION**

The Chief of Police recommends the Council:

**Approve and authorize the City of Redding, on behalf of IPS, City of Anderson and Shasta County, to sign the contract with Spillman Technologies Inc between the City of Redding, City of Anderson, and Shasta County.**

## **FISCAL IMPACT**

The below fiscal breakdown is from the IPS memorandum.

I. Fiscal

- A. The COUNTY, REDDING, AND ANDERSON, hereby agree to share in all SYSTEM replacement expenses, as described herein, and at the same cost sharing ratio as established in the current IPS Agreement which specifies a cost sharing ratio of 45/45/10 for the City of Redding, County of Shasta, and the City of Anderson respectively. The

COUNTY'S, REDDING'S, AND ANDERSON'S total shared aggregate obligation of costs, as outlined in section V.K.(of the memorandum), shall not exceed \$3,294,639, plus applicable taxes up to \$200,000. The COUNTY, REDDING, AND ANDERSON, approve and authorize each respective LEA's Chief or Sheriff to sign amendments (including retroactive) to this agreement resulting in a change in total compensation not to exceed \$122,530 (5 percent of the SYSTEM cost as specified in Section V.D.1.), in compliance with each respective PARTY's policies. SHASCOM shall not contribute to the SYSTEM as outlined in this Section V.A, but shall contribute to ongoing maintenance expenses as outlined in Section VI.A.

B. 'Optional' expenses, defined as any expenses which are not described herein, shall be subject to a review by the IPS Board members and be put to a vote. A unanimous vote in the affirmative shall be required before such expenses are deemed as shared by the IPS BOARD according to the terms of this MOU and the IPS Agreement.

C. Nothing herein is intended to prevent one or more members of the IPS BOARD from incurring optional expense(s) to their individual LEA budget(s) in support of independent objectives. Such optional expenses shall not be included in the shared cost cap as specified in Section V.A. Each LEA that desires to incur any optional expense under this section shall ensure that separate funding is appropriated in their budget for such expense and the IPS Board, upon confirmation of such appropriation, may authorize a change order with the SYSTEM Vendor to implement the independent objective. The LEA incurring the optional expense shall remit to the City of Redding payment for the full cost of the independent option no later than 90 days from IPS Board authorization for the change order.

D. The following expenditures are hereby agreed upon to be shared between the IPS BOARD:

1. SYSTEM

The PARTIES acknowledge that the SYSTEM Cost as stated in the Spillman Agreement is \$2,450,592, excluding taxes. Ancillary Activities (Section V.D.2.) and change orders which are discussed in Section V.D.1.b., are additional costs that shall not exceed the maximum established in Section V.A.

(6) The full cost for any handheld devices (i.e. such as tablets or other mobile data units) are not shared costs and will be charged to each PARTY based on the number of devices allocated to each LEA.

To clarify the amount listed in I A above, \$3,294,639 includes \$575,940 previously paid for consulting services from ITL, Ltd., \$75,963 for necessary support components, and an additional \$122,530 contingency, resulting in a \$3,294,639.

Therefore the breakdown for anticipated future costs is \$2,450,592, excluding taxes, \$75, 963 for support components and \$122,530 for contingencies totaling \$2,649,085 for the whole project. The portion that the City of Anderson is responsible for (10%) may be up to \$26,490.85

**DISCUSSION and BACKGROUND**



Since its inception in 1991, the County of Shasta, City of Redding, and City of Anderson have, and continue to, operate IPS under a collective agreement through their law enforcement departments. IPS was formed to consolidate the various records systems and other automated programs which each of the public safety agencies were using to maximize usefulness and sharing of information, reduce redundancy, and make the best use of available personnel resources. Beside the three primary agencies, many other public safety agencies and departments rely upon the data found in the IPS System.

The IPS Directors have agreed that the current IPS system and the hardware have reached end-of-life and can no longer effectively serve the needs of the Law Enforcement Agencies, nor is equipped to receive, track, and report information required by law. Our current software must to be replaced, or overhauled; due to continued difficulties in recruitment for Report Program Generator (RPG) language programmers (the primary language that IPS System programs have been written in) and other technical hurdles, the IPS Directors agree that the best option is to migration to a commercial off-the-shelf (OTS) solution for IPS.

For the past several years the Anderson Police Department, Redding Police Department, Shasta County Sheriff's Department and Shascom have been involved in a lengthy research and review process to fulfill the needs of a multi-agency project such as this. A consultant was hired and assisted the project team with conducting a needs assessment, writing a Request for Proposal (RFP), and assisting with contract negotiations. On behalf of IPS, the City of Redding issued a (RFP) on April 7<sup>th</sup>, 2015. Eleven vendors responded to the proposal.

A team of project managers from each agency, IPS IT staff, and our consultant, evaluated the eleven proposals. Seven of the eleven vendors did not meet the specifications outlined in the RFP and were rejected. Three proposals remained, Spillman Technologies, New World, and Tri Tech. Each of the three vendors were invited to conduct 3-day demonstrations and round table discussions of their product to staff. The evaluation team consisted of the primary project managers, IT staff from all agencies, officers, Records staff, and dispatchers from SHASCOM. The three systems were evaluated based on recommendations from staff, and other criteria including the ability to meet the needs of the agencies, training, interfaces, and cost. Spillman Technologies received an overwhelming majority of staff recommendations. Their product and proposal met the needs of the three agencies and was supported unanimously by all three agency project managers and agency heads.

In May of 2016, the project management team, with assistance from our consultant, began the contract negotiations process with Spillman Technologies. In September of 2016, the project managers and our consultant flew to Salt Lake City for face to face negotiations with the executive staff of Spillman Technologies. Contract negotiations continued until early 2017 and received final review by the City Attorney's from the City of Anderson, City of Redding, and County of Shasta.

The end result of this process is the attached contract with Spillman Technologies whom we believe to be the best vendor to support our needs, provide a reliable product, and be cost effective.

If approved through this recommendation, the contract will then require approval from the City of Redding Council. The contract will also be presented to the Shasta County Board of Supervisors. The City of Redding has requested to be the last since they are the purchasing agent for IPS.

The Council may choose not to approve this contract; however, that is not recommended as that would require the IPS and involved agencies to begin the entire process all over again which could result in possible complications and cause increased financial obligations. The IPS current shared system is end-of-life and needs to be replaced; it is not capable tracking and exporting data required to maintain compliance with newly enacted Federal and State reporting requirements.

The Chief of Police for the City of Redding, Chief of Police for the City of Anderson, and the Sheriff of Shasta County, who together are the Integrated Public Safety (IPS) Directors, have recommended to enter a contract with Spillman Technologies, Inc. to design, create and implement a new integrated and jointly shared electronic Records Management system, which will include Jail Management, Mobile Data, In-field reporting, Computer Aided Dispatch, and County-wide message switch and necessary hardware.

<b>ATTACHMENTS</b>
--------------------

1. A copy of the contract with Spillman Technologies Inc. is attached.

*IPS CAD/RMS/JMS REPLACEMENT PROJECT*

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

*Drafted February 22, 2016 v.1.0*

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

**Table of Contents**

<b>Section 1: Definitions .....</b>	<b>3</b>
<b>Section 2: Term of the Agreement .....</b>	<b>6</b>
<b>Section 3: Order of Precedence .....</b>	<b>7</b>
<b>Section 4: Professional Services and Third Party Products .....</b>	<b>7</b>
<b>Section 5: Scope of Work.....</b>	<b>8</b>
<b>Section 6: License and Scope of Rights.....</b>	<b>10</b>
<b>Section 7: Compensation and Terms of Payment.....</b>	<b>12</b>
<b>Section 8: Personnel .....</b>	<b>13</b>
<b>Section 9: Independent Contractor .....</b>	<b>15</b>
<b>Section 10: City Responsibilities.....</b>	<b>16</b>
<b>Section 11: Proprietary Protection and Restrictions .....</b>	<b>17</b>
<b>Section 12: Confidential Information.....</b>	<b>17</b>
<b>Section 13: Utilities; Restrictions on Usage .....</b>	<b>18</b>
<b>Section 14: Warranty and Limitation of Liability; Indemnification .....</b>	<b>18</b>
<b>Section 15: Insurance Requirements .....</b>	<b>24</b>
<b>Section 16: Termination .....</b>	<b>25</b>
<b>Section 17: Changes in Work.....</b>	<b>27</b>
<b>Section 18: Dispute Resolution .....</b>	<b>27</b>
<b>Section 19: Miscellaneous .....</b>	<b>28</b>
<b>Exhibit A: Statement of Work .....</b>	<b>32</b>
<b>Exhibit B: Interface Descriptions .....</b>	<b>33</b>
<b>Exhibit C: Performance and Reliability Requirements .....</b>	<b>34</b>
<b>Exhibit D: Training Plan .....</b>	<b>35</b>
<b>Exhibit E: Project Schedule.....</b>	<b>36</b>
<b>Exhibit F: Maintenance and Support Agreement.....</b>	<b>37</b>
<b>Exhibit G: Pricing and Summary Detail.....</b>	<b>38</b>
<b>Exhibit H: Payment Schedule.....</b>	<b>39</b>
<b>Exhibit I: Source Code Escrow Agreement .....</b>	<b>40</b>
<b>Exhibit J: Spillman Proposal Documents .....</b>	<b>41</b>

**Exhibit K: City’s Request for Proposal..... 42**  
**Exhibit L: Shasta County Shared Agency Agreement..... 44**  
**Exhibit M: City of Anderson Shared Agency Agreement ..... 45**

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

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

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

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

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

16 **Section 1: Definitions**

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

- 1 records act or freedom of information act requirements provided that it gives  
2 the disclosing party prompt prior notice of the intended disclosure and an  
3 opportunity to respond or object to the disclosure, if permissible.
- 4 1.2 **“Custom Software Modifications”** means any modification of the Software  
5 Source Code or data base structure, which provides new or improved  
6 functions or features to address specific requirements of this Agreement.
- 7 1.3 **“Defect”** means any error, failure, deficiency, or any other unacceptable  
8 variance of the System or component to conform to the warranties  
9 described in this Agreement, including any failure to conform to the  
10 Performance and Reliability Requirements as stated in Exhibit C, that is  
11 reproducible by Spillman. With respect to the Hardware, the term “Defect”  
12 means any error, failure, deficiency or any other material and unacceptable  
13 variance from the manufacturer’s documentation or warranty provided with  
14 the Hardware or as a component of this Agreement. With respect to the  
15 Software, the term “Defect” means any reproducible error, failure, or  
16 deficiency or any other unacceptable variance from any required, specified,  
17 or expected program behaviors as may be required for the Software to  
18 operate correctly and in compliance with the terms of this Agreement and  
19 the Documentation for the Software installed. Software Defects are classified  
20 as P0, P1, P2 or P3, as defined in Exhibit A, the Statement of Work.
- 21 1.4 **“Documentation”** means all written and/or electronic user and system  
22 administrator documentation for the Software provided by Spillman to the  
23 City.
- 24 1.5 **“Final System Acceptance Test Period”** means the continuous,  
25 uninterrupted ninety (90) day period of time in which the System will be  
26 used and tested by the City in a live environment in order to determine if the  
27 System meets the requirements of this Agreement.
- 28 1.6 **“Final System Acceptance”** means that date on which the System has  
29 successfully completed the ninety (90) day Final System Acceptance Test  
30 period as more fully defined in Exhibit A, Statement of Work.
- 31 1.7 **“Hardware”** means all hardware, equipment and other tangible non-  
32 Software items supplied to the City by Spillman under this Agreement.
- 33 1.8 **“Integrated Public Safety (IPS),” “IPS,”** and **“IPS agency”** or **“IPS agencies”**  
34 means Shasta Area Safety Communications Agency, (SHASCOM), the Redding  
35 Police Department (RPD), the Shasta County Sheriff’s Office (SCSO), and the  
36 Anderson Police Department (APD). For purposes of this Agreement, the  
37 term IPS also includes, but is not limited to, the Shasta County District  
38 Attorney’s office, Child Support Services, Cal-Fire, National Park Service,  
39 Probation, Redding Fire, Shasta County Fire, Shasta County Marshal and the  
40 Shasta County Narcotics Task Force (SINTF). If the City, with the approval of  
41 the IPS Task Force Board of Directors, desires to include any additional  
42 agencies to the definition of IPS, the parties will do so by a written, signed  
43 addendum to this Agreement, specifying the agency or agencies to be added

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

7 1.9 **“IPS Task Force”** means the task force established pursuant to the  
8 Agreement for the Operation of the Integrated Public Safety System dated  
9 June 4, 2013 (**“Original IPS Agreement”**), between its member agencies,  
10 which are City of Redding, the County of Shasta, and the City of Anderson,  
11 including any amendments and successor agreements to the Original IPS  
12 Agreement. The **“IPS Task Force Board of Directors”** means the Board of  
13 Directors established under the Original IPS Agreement, and any  
14 amendments and successor agreements to the Original IPS Agreement.

15 1.10 **“Interface(s)”** means one or more of the specialized software applications  
16 developed or sublicensed by Spillman and installed as a part of the Project  
17 for the purpose of sharing information (data) between the Software and any  
18 other software program or device. Interfaces provided as a part of the  
19 System are described in Exhibit B, Interface Descriptions.

20 1.11 **“Preliminary Acceptance Test Period”** means the continuous,  
21 uninterrupted 30-day period of time in which each Subsystem will be used  
22 and tested by the City in a live environment in order to determine if that  
23 Subsystem meets the requirements of this Agreement.

24 1.12 **“Products”** means the hardware and software items listed in Exhibit G,  
25 Pricing Summary and Detail.

26 1.13 **“Project”** means Spillman’s obligations under this Agreement to develop,  
27 supply, install, configure, test and successfully implement the System.

28 1.14 **“Services”** means the implementation, development, training, configuration,  
29 loading, testing, project management and other services to be provided by  
30 Spillman under this Agreement, including, without limitation, the tasks  
31 detailed in Exhibit A, Statement of Work.

32 1.15 **“Software”** means the Spillman computer software program(s), and/or data,  
33 in machine-readable form only, as well as related materials, including  
34 Documentation, identified in Exhibit G, Pricing Summary and Detail or  
35 subsequently licensed by Spillman to City pursuant to the terms of this  
36 Agreement. Software also includes all Updates, Interfaces, Custom  
37 Modifications (if any) and Utilities provided by Spillman to City through the  
38 term of this Agreement and any subsequent Maintenance and Support  
39 Agreement. Software specifically excludes Third Party Software not owned  
40 by Spillman, but that might be used in conjunction with the Software, such as  
41 word processors, spreadsheets, terminal emulators, etc.

- 1 1.16 **“Source Code”** means the human readable form of the Software and all  
2 algorithms, flow charts, logic diagrams, structure descriptions or diagrams,  
3 data format or layout descriptions, pseudo-code, code listings (including  
4 comments), including all Documentation relating to the Source Code  
5 sufficient to enable a programmer trained in the language in which the  
6 Source Code is written to maintain and/or modify the Software without  
7 undue experimentation. Source Code does not include any Third-Party  
8 Software supplied by Spillman under this Agreement.
- 9 1.17 **“Spillman Application Administrator”** means an agent of the City  
10 appointed by the City, who has been certified on the Software by Spillman,  
11 pursuant to the procedures set forth in Exhibit F, Maintenance and Support  
12 Agreement, and communicates with Spillman support personnel in the  
13 description and resolution of problems associated with the System.
- 14 1.18 **“System”** means the collective whole of all Products to be purchased,  
15 developed, licensed, supplied, installed, configured, tested and implemented  
16 by Spillman under this Agreement and includes, without limitation, all  
17 Subsystems and Interfaces.
- 18 1.19 **“Third Party Software”** means the software to be supplied by Spillman  
19 under this Agreement that is purchased or licensed from any source external  
20 to Spillman for use with or integration into the System.
- 21 1.20 **“Updates”** means improvements, additions, and corrections to the Software  
22 and/or Documentation, including functional or product enhancements, bug  
23 fixes, patches, new product or version releases and replacement modules  
24 that Spillman makes generally available to its customers with or without an  
25 additional fee.
- 26 1.21 **“Utilities”** means the software utilities and tools provided by Spillman as  
27 part of the Software, including Spillman’s XML Query, ODBC interface and  
28 implementation code, ctpperl, dbdump, and dbload, as well as any other  
29 software utilities provided by Spillman in connection with the Software.
- 30 1.22 **“Warranty Period”** has the meaning set forth in Section 14.1

31 **Section 2: Term of the Agreement**

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

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



1 **Section 3: Order of Precedence**

2 The following Exhibits are incorporated into this Agreement:

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

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

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

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

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

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

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

## 25 **Section 5: Scope of Work**

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

28 **5.1 Spillman Prime Contractor.** Spillman shall be the Prime Contractor for this  
29 Project through Final System Acceptance. As such, Spillman shall provide all  
30 procurement, design, development, installation, consulting, system  
31 integration, project management, training, technical and other services  
32 necessary for the successful delivery and implementation of the System,  
33 subject to City providing those materials and assistance specified in this  
34 Agreement. As a condition of Spillman's obligations relating to third party  
35 components of the System, City agrees that through the end of the Warranty  
36 Period it will maintain current support and maintenance contracts with all  
37 third party manufacturers of Third Party Software and hardware that is part  
38 of the System, including the manufacturers of the Third Party Software for  
39 which Spillman is to provide Interfaces, as listed in Exhibit B: Interface  
40 Descriptions.

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

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

18 5.2 **Access to Premises.** City shall provide Spillman with reasonable and timely  
19 access to the sites and personnel reasonably necessary for Spillman to  
20 perform its obligations under this Agreement. City shall allow Spillman  
21 personnel reasonable access to the IPS site(s) and facilities (telephone,  
22 facsimile, parking, etc.) during normal business hours and at other  
23 reasonable times as requested by Spillman and pre-approved by City.

24 5.3 **Acquisition of Products and Services.** Exhibit G, Pricing Summary and  
25 Detail contains the list of the Products and Services that Spillman shall  
26 procure for, and provide, to City under the terms of this Agreement for the  
27 proper installation, operation and maintenance of the System. Products to be  
28 purchased must be ordered at a time mutually agreeable to the parties;  
29 however, City acknowledges that any delay by it in approving Product orders  
30 after Spillman's request may result in a delay to the schedule for which  
31 Spillman is not responsible. If any Product or Service (1) is missing from the  
32 acquisition list and is required for the System to meet the requirements of  
33 this Agreement; or (2) is incompatible or otherwise unsuited for use in the  
34 System, then the Product and/or Service shall be added or replaced, as  
35 applicable, by Spillman at no additional charge to the City, through the date  
36 of Final System Acceptance.

37 5.4 **System Installation.** Exhibit A, Statement of Work identifies the tasks and  
38 responsibilities related to System installation. Only qualified Spillman  
39 employees or approved subcontractors will perform the installation services  
40 for this Project. All installation services shall be scheduled at times mutually  
41 agreeable to both parties.

42 5.5 **Training.** Exhibit D, Training Plan, contains a list and description of training  
43 classes for user and system administrator training that Spillman will provide  
44 for the System. Subject to prior written consent of Spillman, the City may add

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

9 5.6 **Training Materials.** Spillman shall provide one electronic set of training  
10 materials for all training requirements. City will have the right to duplicate  
11 the training materials as reasonably necessary for the sole and exclusive use  
12 of the City.

13 5.7 **Shipment.** Items shipped via commercial carrier are FOB destination at the  
14 fixed price stated in Exhibit G, Pricing Summary and Detail. City is  
15 responsible for facility preparation (such as appropriate and adequate  
16 power, janitorial services, air conditioning, space, all electrical drops, cabling,  
17 City furnished items, security, etc.) not specified in this Agreement as being  
18 provided by Spillman, but necessary to accommodate the new equipment  
19 before, during, and after installation.

20 5.8 **Transition.** Spillman will work with the City to facilitate a smooth and  
21 efficient transition from the City's current systems to the new System and to  
22 minimize disruption to current operations. Any required disruptions to  
23 City's operations shall be scheduled in advance where feasible and approved  
24 by the City. The installation schedule will be mutually agreed by the parties.

25 5.9 **Project Schedule.** The parties will use reasonable and diligent good faith  
26 efforts to complete this Project in accordance with Exhibit E, Project  
27 Schedule. Neither party shall unreasonably delay the Project or any  
28 component thereof.

29 5.10 **Maintenance.** Spillman will provide maintenance and support services to  
30 the City with respect to the Software after the end of the one-year warranty  
31 period, pursuant to the terms of Exhibit F, Maintenance and Support  
32 Agreement.

### 33 **Section 6: License and Scope of Rights**

34 6.1 **Grant of License.** In consideration of the payment of the license fees set  
35 forth in Exhibit G, Pricing Summary and Detail, Spillman grants City a  
36 nonexclusive, non-transferable, perpetual (subject to termination as set forth  
37 herein) Site License for IPS to use the Software, subject to the terms of this  
38 Agreement (including the restrictions with respect to Utilities set forth in  
39 Section 13). The license shall become effective on the date the Software is  
40 installed at City's location.

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

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

13 6.2 **Ownership.** Spillman's Software and all related Documentation and  
14 materials provided by Spillman are licensed (not sold) to City. Spillman  
15 retains sole and exclusive ownership of all rights, title, and interest in and to  
16 the Software and Documentation (including ownership of all trade secrets,  
17 copyrights and other intellectual property rights pertaining thereto), subject  
18 only to the licenses expressly granted to City by this Agreement, regardless of  
19 whether City, its employees, or contractors may have contributed to the  
20 conception or development of any part of the Software or Documentation.  
21 Third Party Software provided under this Agreement is sublicensed to City  
22 and protected pursuant to the terms of this Agreement, unless a separate  
23 license for such Third Party Software is provided to the City by Spillman, and  
24 may be used only in conjunction with Spillman's Software. This Agreement  
25 does not provide City with title or ownership of the Software or any  
26 component thereof, but only a license-to-use. Spillman and its licensors  
27 specifically reserve all rights not expressly granted to City in this Agreement.  
28 City shall keep the Software free and clear of all claims, liens, and  
29 encumbrances.

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

39 6.4 **Location of Software.** City shall notify Spillman in writing of any change in  
40 the location of City's primary facility where the server-based Software is  
41 installed.

42 6.5 **City Use Only.** City may use and execute the Software only for purposes  
43 specifically set forth in this Agreement.

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

6 6.7 **Shared Agency Arrangement.**

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

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

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

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

1 mutual agreement through the Change Order process described in Section  
2 17.0, Changes in Work. Prices listed in Exhibit G, Pricing Summary and  
3 Detail, are valid through the term of this Agreement.

4 7.2 **Terms of Payment.** Upon completion of each milestone identified in Exhibit  
5 H, Payment Schedule in accordance with the requirements of this Agreement  
6 and the Statement of Work, Spillman will invoice the City for payment for the  
7 Products and Services related to the milestone in accordance with the  
8 Payment Schedule. Exhibit H sets forth the percentages and/or amount of  
9 fees to be paid by the City upon completion of each milestone. Upon receipt  
10 of Spillman’s invoice, City will review the tasks, Products, and Services  
11 associated with the milestone. If it appears to the City from the then  
12 available information that the tasks, Products, and Services comply with the  
13 provisions of this Agreement, the City will pay the invoice. The City’s  
14 approval of Spillman’s invoices shall not be unduly withheld or delayed.

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

21 7.3 **Taxes.** City is solely responsible for any and all taxes resulting from this  
22 Agreement and its purchase of the Products and Services described in Exhibit  
23 G, Pricing Summary and Detail (excluding taxes on Spillman’s net income). It  
24 shall be the responsibility of Spillman to collect and remit applicable taxes. If  
25 the City is a tax- exempt organization, the City will provide Spillman with  
26 documentation required by the taxing authority to support such exemption.

27 7.4 **Late Payments.** If the City fails to pay any authorized invoice when due,  
28 Spillman may assess interest at one-and-one-half percent (1.5%) per month  
29 on all overdue amounts.

30 **Section 8: Personnel**

31 8.1 **Spillman’s Project Manager.** Evan Nyman will be Spillman’s Project  
32 Manager for the Project. In addition to the specific duties identified in the  
33 Statement of Work contained in Exhibit A, the general duties of Spillman’s  
34 Project Manager include, but are not limited to: (a) project management of  
35 day-to-day project related activities, (b) acting as Spillman’s point of contact  
36 for all matters relating to the Project and this Agreement and coordinating  
37 the scheduling and deployment of Spillman’s resources; (c) working with the  
38 City’s Project Manager to plan all Project activities and tasks; (d) meeting on-  
39 site with the City’s Project Manager on a semi-monthly basis to report on  
40 Project status and resolve outstanding issues, with conference calls  
41 permitted in months where there is no on-site meeting; (e) preparing  
42 monthly status reports and submitting each status report (either directly to

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

19 **8.3 Spillman's Key Personnel.** If, at any time during the term of this  
20 Agreement, Spillman is required to change the Project Manager for any  
21 reason, Spillman will replace the previous Project Manager with a new  
22 Project Manager, reasonably acceptable to the City within twenty (20)  
23 business days. Until the new Project Manager has been identified and is fully  
24 acclimated to the Project, another qualified Spillman Project Manager, or the  
25 Director of Project Management will assume the Project Manager's  
26 responsibilities under this Agreement. A change in Project Manager will not  
27 be grounds for a Change Order or other change in the terms of this  
28 Agreement or the deadlines contained in Exhibit E, Project Schedule.

29 **8.4 Subcontracting.** Spillman may not subcontract any of its obligations under  
30 this Agreement without the prior written consent of the City. The City hereby  
31 approves the following Spillman subcontractors:

- 32 Solutions II
- 33 Internetwork Experts Corporation
- 34 FairCom
- 35 Hiplink
- 36 Command Solutions
- 37 Lexus Nexus (Bair)
- 38 Accelerant Group
- 39 Fisher Interface Solutions LLC
- 40 Iyetek

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



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

5 8.5 **Compliance with Work Rules.** Spillman will ensure that, while they are on  
6 City premises, Spillman's personnel and subcontractors will comply with the  
7 City's working rules and policies, including the City's security procedures,  
8 provided that such rules, policies and procedures are communicated to  
9 Spillman.

10 8.6 **Background Checks and Removal of Personnel.** Prior to being allowed to  
11 perform any work on this Project, all non-City personnel assigned to the  
12 Project shall submit to and pass a background check by the City's Police  
13 Department. In addition, if, at any time, the City reasonably determines an  
14 individual is not able to effectively perform the services required by this  
15 Agreement, the City will notify and discuss the matter with Spillman in an  
16 attempt to reach a mutual resolution. However, at the City's request for good  
17 cause, Spillman shall immediately remove the individual from the Project and  
18 will use good faith efforts to replace such person with an individual mutually  
19 acceptable to both parties within 30 days of removal.

20 **Section 9: Independent Contractor**

21 9.1 Spillman is and shall remain an independent contractor in the performance  
22 of this Agreement. Neither Spillman nor its employees or agents shall  
23 represent themselves to be, nor shall they be, employees of City. City shall  
24 have no control over the detail, manner, or methods of Spillman's  
25 performance under this Agreement. Personnel supplied by Spillman to  
26 perform Spillman's obligations under this Agreement are not the City's  
27 personnel or agents and Spillman assumes full responsibility for their  
28 actions.

29 9.2 Spillman is solely responsible for paying the compensation of any personnel  
30 supplied by Spillman to perform Spillman's obligations under this  
31 Agreement. The City is not responsible for providing workers'  
32 compensation, disability benefits, unemployment insurance or any fringe  
33 benefits to these individuals, or for withholding income taxes or social  
34 security for these individuals.

35 9.3 Spillman shall indemnify, defend, and hold the City harmless for any  
36 applicable tax, retirement contribution, social security withholding, overtime  
37 payment, unemployment payment, or workers' compensation payment that  
38 the City may be required to make on behalf of Spillman or any employee or  
39 subcontractor of Spillman for work done under this Agreement. The City will  
40 give Spillman at least thirty (30) days prior written notice prior to making  
41 any such payments on Spillman's behalf. At the City's election, the

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

3 **Section 10: City Responsibilities**

- 4 10.1 **Project Manager/Single Point of Contact.** City will appoint Lt. Bill  
5 Schueller as the City's Project Manager. This person (or his designee) will be  
6 the primary point of contact with the Spillman Project Manager. Duties and  
7 responsibilities include a) project management of day-to-day project related  
8 activities b) schedule and coordinate City resources; c) provide and/or  
9 facilitate decision-making responsibilities related to project activities and  
10 this Agreement; and (c) responding in writing to any written request from  
11 Spillman within five (5) business days from the date of the request.
- 12 10.2 **Spillman Application Administrator.** City will designate not less than four  
13 (4) nor more than eight (8) Spillman Application Software System  
14 Administrators (representing SHASCOM, RPD, SCSO and APD) who will be  
15 trained by Spillman to operate the Software, will be certified as set forth in  
16 Exhibit F, Maintenance and Support Agreement, and will become familiar  
17 with the information, calculations, and reports that serve as input and output  
18 of the Software.
- 19 10.2 **Spillman Support Contact.** City will identify in writing those personnel who  
20 are authorized to contact Spillman for support services. Spillman reserves  
21 the right to refuse assistance if the agency representative seeks assistance  
22 with respect to such basic background information or any other matters not  
23 directly relating to System implementation.
- 24 10.3 **Proper Environment.** City is responsible for ensuring a proper  
25 environment and proper utilities for the computer system on which the  
26 Software will operate, including housing and operating the server equipment  
27 in an environment and according to the specifications for the equipment as  
28 specified by its manufacturer.
- 29 10.4 **Data Conversion Services.** Spillman assumes no responsibility under this  
30 Agreement for converting City's data files for use with the Software, except as  
31 listed in Exhibit G, Pricing Summary and Detail, and detailed in a data  
32 conversion scope of work. Upon agreement on a data conversion scope of  
33 work, if any, that document shall be incorporated herein and shall become a  
34 part of this Agreement without necessity of formal acceptance by the City  
35 Council.
- 36 10.5 **Improper Use.** City shall use reasonable efforts to prevent its employees and  
37 independent contractors from making unauthorized copies of the Software  
38 or improperly using the Software. If City discovers any such problems, it will  
39 promptly notify Spillman and use its best efforts to resolve the problem as  
40 soon as reasonably possible.

1 **Section 11: Proprietary Protection and Restrictions**

2 11.1 **Third Party Access and Queries.** City will use its best efforts to not allow  
3 any other agency, entity, or individual to use or have access to the Software  
4 in any manner other than inquire-only unless expressly authorized by this  
5 Agreement. Except as specifically authorized by this Agreement, third-party  
6 queries may be conducted solely for City’s internal business purposes, City  
7 may not query the Software, or permit any third party to query the Software,  
8 for a third party’s business purposes.

9 11.2 **Restrictions.** City may not use, copy, modify, rent, share, or distribute the  
10 Software (electronically or otherwise), or any copy, adaptation, transcription,  
11 or merged portion thereof, except as expressly authorized by this Agreement  
12 or in writing by Spillman. City may not translate, modify, reverse assemble,  
13 reverse compile, or otherwise reverse engineer the Software.

14 11.3 **Competitive Use.** City will not utilize or permit a third party to access or  
15 utilize any part of the Software (including the Utilities) in any manner that  
16 competes, directly or indirectly, with any product or service provided by  
17 Spillman. This includes, without limitation, using the Software (or its  
18 Utilities) to develop any software, interfaces, or other products that compete  
19 with Spillman’s products or services, or using interfaces or other products  
20 connecting to the database of the Software in connection with a third party’s  
21 competing product.

22 11.4 **No Service Bureau, Etc.** No service bureau work, multiple-user license, or  
23 time-sharing arrangement is permitted, except as expressly authorized by  
24 this Agreement or in writing by Spillman.

25 11.5 **Inspection.** City hereby authorizes Spillman to enter City’s premises in  
26 order to inspect the Software in any reasonable manner during regular  
27 business hours, with reasonable prior notice, to verify City’s compliance with  
28 the terms of this Agreement.

29 **Section 12: Confidential Information**

30 12.1 **Confidentiality Terms.** Each party shall keep confidential all Confidential  
31 Information provided to it by the other party, and shall not use such  
32 Confidential Information for any purpose other than the proper purposes of  
33 this Agreement. Except as permitted in Section 1.1, a party may disclose  
34 Confidential Information only to its employees and contractors who need to  
35 know such information, and who are bound to keep such information  
36 confidential. Each party shall give the other party’s Confidential Information  
37 at least the same level of protection as it gives its own confidential  
38 information of similar nature, but not less than a reasonable level of  
39 protection.

40 12.2 **Restrictions on Disclosure.** Except as permitted in Section 1.1, City will not  
41 disclose the Software, its Documentation, or any other Spillman

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

4 12.3 **Notification.** In the event of any disclosure request under the California  
5 Public Records Act for Confidential Information, the City will give Spillman  
6 ten (10) calendar days' prior notice of the disclosure and cooperate  
7 reasonably with Spillman if Spillman seeks to dispute the need for or to limit  
8 the disclosure.

9 **Section 13: Utilities; Restrictions on Usage**

10 13.1 **Utilities.** Spillman provides certain software Utilities as part of the Software.  
11 Spillman may add, modify, or remove Utilities from the Software during the  
12 term of this Agreement. The Utilities contain material that is proprietary to  
13 Spillman and/or its licensors, and may be used only as permitted by this  
14 Agreement.

15 13.2 **Use of Utilities.** City is permitted to use the Utilities for read-only  
16 operations in connection with the authorized use of the Software, but may  
17 not allow third parties to use the Utilities unless an authorized official of  
18 Spillman consents in writing. With the exception of ODBC, City is NOT  
19 permitted to utilize the Utilities or any other software tools to write to  
20 Spillman's database in any manner, due to the potential for data corruption  
21 and system slowdown or damage. City is permitted to use the "write" feature  
22 of the ODBC interface to write to or modify the database; however, due to the  
23 potential for data corruption and system slowdown or damage, City agrees  
24 that it does so solely at its own risk.

25 13.3 **Disclaimer.** Spillman is NOT responsible for any breach of warranty,  
26 damages to the Software or its database, data corruption, support issues,  
27 security issues or performance issues arising out of City's or a third party's  
28 use of the Utilities other than for read-only operations (even if permitted by  
29 Spillman) or use of any other software not specifically licensed in this  
30 Agreement (including any third party querying or writing to the database).

31 **Section 14: Warranty and Limitation of Liability; Indemnification**

32 14.1 **Software Defect Warranty.** Spillman warrants, for the benefit of the City  
33 and other direct licensees only (including the IPS agencies) that the Software  
34 is free of P0, P1 and P2 Defects and conforms in all material respects to the  
35 Documentation for the version of Software installed, from the time the first  
36 Subsystem is operational in a live environment ("go-live") until one year  
37 after the date of Final System Acceptance (the "Warranty Period"). This  
38 warranty is expressly conditioned on City's observance of the operation,  
39 security, and data-control procedures set forth in the Documentation  
40 included with the Software.

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

17 14.2 **3<sup>rd</sup> Party Software Compatibility Warranty.** Spillman will maintain and  
18 upgrade Interfaces subject to the same terms and conditions applicable to  
19 the Software per the requirements of this Agreement, and will modify and  
20 upgrade Interfaces as necessary for them to function with updated versions  
21 of the Software and with the specific version of the applicable Third Party  
22 Software designated in Exhibit B, Interface Descriptions; provided, however,  
23 that (i) Interface support and maintenance may be subject to separate  
24 support fees, as agreed in writing between Spillman and the City; and (ii)  
25 major revisions or rewrites to the source code for an Interface due to  
26 changes outside of Spillman's control, such as a change in law (except as  
27 otherwise provided in Section 14.10) or a changes in the applicable Third  
28 Party Software are not included. Any major changes to such Third Party  
29 Software will require a new custom quote for Spillman to modify the custom  
30 interface to work with the updated version of the Third Party Software.  
31 Support fees may also differ for the new version of the applicable Interface.  
32

33 14.3 **Documentation Warranty.** Spillman warrants that, for the term of this  
34 Agreement, the Documentation for all licensed Software will be complete and  
35 accurate in all material respects.

36 14.4 **Defect Disclosure Warranty.** Spillman warrants that during the term of  
37 this Agreement, upon request of the City, Spillman will provide full disclosure  
38 to City of all known P0 or P1 Defects in the Software (as defined in Exhibit A,  
39 the Statement of Work), as well as P2 Defects that have been reported by  
40 more than one percent (1%) of Spillman's host-agency customers, not less  
41 than fifteen (15) business days prior to any Software installation at City  
42 facilities. City shall have the right to require Spillman to remedy known P0  
43 or P1 Defects as a prerequisite to any scheduled installation and Spillman  
44 shall remedy such defects.

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

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

4 **14.11 Regulatory Warranty.** Spillman warrants that, for the term of this  
5 Agreement, and any subsequent maintenance and support agreement:

6  
7 14.11.1 Spillman will comply with State and Federal laws and regulations  
8 pertaining to the dispatch, message switch and mobile component of  
9 the Software that operates with State and National Criminal Justice  
10 Information Systems (State CJIS/NCIC); and  
11

12 14.11.2 Spillman will also comply with State and Federal laws and  
13 regulations pertaining to the Uniform Crime Reporting (UCR)  
14 component of the Software or, if the state of California changes to  
15 IBR reporting and the City elects to purchase a new IBR module  
16 from Spillman, the IBR component of the Software.  
17

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

29 **14.12 Warranty Replacement.** In the event of a breach of any of the warranties in  
30 this Section 14, Spillman shall provide, at no additional charge, the necessary  
31 Software, Hardware, and/or Services required to attain the levels or  
32 standards contained in these warranties or, if Spillman fails or is unable to do  
33 so within a reasonable time after being notified of the warranty breach, City  
34 may terminate and seek the remedies available under this Agreement.

35 **14.13 Limitations.** Spillman is not responsible for obsolescence of the Software  
36 that may result from changes in City's requirements.

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

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

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

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

11 **14.14 Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS  
12 AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL  
13 PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE  
14 SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY  
15 REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR  
16 PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS  
17 MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

18 **14.15 Limitation of Liability.** THE CUMULATIVE LIABILITY OF SPILLMAN AND  
19 ITS LICENSORS TO CITY FOR ALL CLAIMS RELATING TO THE SOFTWARE  
20 AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN  
21 CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE GRAND  
22 TOTAL AMOUNT OF ALL SOFTWARE LICENSE AND PROFESSIONAL  
23 SERVICES FEES (EXCLUDING SUPPORT AND MAINTENANCE FEES) PAID TO  
24 SPILLMAN UNDER THIS CONTRACT.

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

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

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

36 **14.16 Limitation of Damages.** TO THE EXTENT PERMITTED BY THE  
37 CONSTITUTION AND THE LAWS OF THE STATE OF CALIFORNIA, NONE OF  
38 THE PARTIES TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER  
39 PARTY FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE,  
40 OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT  
41 AGAINST THE OTHER PARTY BY THIRD PERSONS OR ENTITIES, EVEN IF  
42 THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR  
43 DEMANDS. THIS LIMITATION OF DAMAGES SHALL NOT APPLY TO



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

6 14.17. This limitation upon damages and claims is intended to apply without regard  
7 to whether other provisions of this Agreement have been breached or have  
8 proven ineffective.

9 14.18. **Indemnification.** Spillman agrees to defend City against any and all third  
10 party claims, demands, lawsuits or legal actions arising out of any actual or  
11 alleged infringement of any trademark, copyright, trade secret, or U.S. patent  
12 by the Software, and Spillman will pay any damages, costs and expenses  
13 (including reasonable attorneys' fees) finally awarded in such action or paid  
14 to settle the action. Spillman will not be required to indemnify City unless (i)  
15 City promptly notifies Spillman of any such claim; (ii) City gives Spillman sole  
16 control of the defense and all settlement negotiations, and the authority to  
17 represent City in defending the claim; and (iii) City provides Spillman with  
18 any information and assistance that Spillman reasonably requests in  
19 defending against the claim. City may, at its option and expense be  
20 represented by separate counsel in any such action. If a court or other legal  
21 authority finds that any part of the Software infringes on a third party's  
22 intellectual property rights, or if Spillman believes that it infringes, Spillman  
23 will use reasonable efforts to obtain a license under the rights that have been  
24 infringed, to modify the Software so it is no longer infringing, or to provide to  
25 City substitute software that is non-infringing; provided that if in Spillman's  
26 judgment such options are not commercially reasonable, Spillman may  
27 terminate the license for the Software or the infringing portion thereof upon  
28 written notice to City. If such termination occurs before Final System  
29 Acceptance, Spillman shall refund all amounts paid for the terminated  
30 Software; if such termination occurs after Final System Acceptance, Spillman  
31 will refund a pro rata amount of the amounts paid for the terminated  
32 Software, based upon a five year straight line depreciation from the date of  
33 Final System Acceptance. If the termination of the Software license results in  
34 a material adverse effect on the entire System, the above termination and  
35 refund requirements shall apply to all Products. Spillman will have no  
36 liability for infringement arising out of modification of the Software by any  
37 party other than Spillman, use of an outdated version of the Software, or the  
38 combination or use of the Software with any other software, hardware,  
39 equipment, product, or process not furnished by Spillman, if use of the  
40 Software alone and in its current, unmodified form would not have been an  
41 infringement. Spillman is not liable for any infringement claims based upon  
42 Third Party Software or hardware. This Section 14.16 states Spillman's entire  
43 obligation with respect to any claim for infringement or misappropriation of  
44 any third party intellectual property rights.

1 **Section 15: Insurance Requirements**

2 15.1 **General Requirements.** Spillman shall obtain and maintain for the duration  
3 of this Agreement insurance against claims for injuries to persons or damage  
4 to property that may arise out of or in connection with the performance of  
5 Spillman's obligations under this Agreement by Spillman or its employees,  
6 agents, or subcontractors. If Spillman subcontracts any of the services to be  
7 performed under this Agreement, then the subcontractor shall obtain and  
8 maintain this insurance as well. However, the subcontractor's insurance  
9 shall not relieve Spillman from meeting these insurance requirements or  
10 from otherwise being responsible for the subcontractor.

11 15.2 **Insurer's Qualifications.** The insurance shall be obtained from an insurance  
12 carrier admitted and authorized to do business in the State of California and  
13 shall comply with the requirements of this Section 15 as to limit, form and  
14 amount. The insurance carrier is required to have a current A. M. Best's Key  
15 Rating of not less than "A:-VII".

16 15.3 **Coverage and Limits.** Spillman shall maintain the types of coverage and  
17 minimum limits indicated below, unless City Risk Manager approves a lower  
18 amount:

19 15.3.1 *Comprehensive General Liability Insurance.* \$1,000,000 combined  
20 single-limit per occurrence for bodily injury, personal injury and  
21 property damage. If the submitted policies contain aggregate limits,  
22 general aggregate limits will apply separately to the work performed  
23 under this Agreement or the general aggregate will be twice the  
24 required per occurrence limit.

25 15.3.2 *Automobile Liability.* \$1,000,000 combined single-limit per accident  
26 for bodily injury and property damage.

27 15.3.3 *Workers' Compensation and Employer's Liability.* Workers'  
28 Compensation limits as required by the California Labor Code and  
29 Employer's Liability limits of \$1,000,000 per accident for bodily  
30 injury.

31 15.3.4 *Professional Liability.* Spillman shall provide Errors and omissions  
32 liability insurance appropriate to Spillman's profession with limits of  
33 not less than \$2,000,000 per claim, \$5,000,000 aggregate. Coverage  
34 shall be maintained for a period of five (5) years following the end of  
35 the Warranty Period.

36 15.4 **Additional Requirements.**

37 15.4.1 *Additional Insured.* Spillman will provide blanket additional insured  
38 coverage without an endorsement.

39 15.4.2 *Primary Insurance Endorsement.* The general liability and auto  
40 insurance policies shall include a provision or endorsement that  
41 Spillman's insurance is primary insurance as respects the interest of

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

7 15.4.3 *Cross Liability.* Spillman's insurance shall apply separately to each  
8 insured against whom claim is made or suit is brought, except with  
9 respect to the limits of the insurer's liability.

10 15.4.4 *Certificates of Insurance.* Prior to commencement of any work,  
11 Spillman shall furnish to City, and City shall approve, original  
12 certificates of insurance and endorsements effecting coverage for all  
13 of the policies required by this Agreement.

14 15.4.5 *Occurrence Coverage.* All of the insurance policies shall provide for  
15 coverage on an "occurrence" basis, except the Professional Liability  
16 policy, which may be written as "claims-made" coverage.

17 15.4.6 *Continuous Coverage.* All of the insurance policies shall remain in  
18 effect throughout the Warranty Period, except the Professional  
19 Liability policy, which shall remain in effect for five (5) years  
20 following the end of the Warranty Period. Spillman shall provide  
21 thirty (30) days written notice to City prior to the Spillman's  
22 cancellation or reduction of any insurance required by this  
23 Agreement. Spillman shall also notify City within thirty (30) days of  
24 receipt of notice of any cancellation or reduction in insurance as  
25 initiated by Spillman's insurance carrier.

26 15.5 **Failure to Obtain or Maintain Insurance.** If Spillman fails to obtain or  
27 maintain any of the insurance required by this Agreement, then City may  
28 declare Spillman in default and terminate this Agreement without further  
29 obligation or liability to Spillman. Alternatively, at City's election, City may  
30 purchase replacement insurance or pay the premiums that are due on  
31 Spillman's existing policies in order to maintain the required coverage.  
32 Spillman is responsible for any payments made by City to obtain or maintain  
33 the insurance required by this Section 15 and City may collect the premiums  
34 from Spillman or deduct the premium amounts from any sums due Spillman  
35 under this Agreement.

## 36 Section 16: Termination

37 16.1 **Termination without Cause.** City may terminate this Agreement at any  
38 time upon thirty (30) days prior written notice to Spillman, without cause,  
39 subject to any outstanding obligations and financial commitments of City  
40 under this Agreement.  
41

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

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

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

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

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

#### 16 **Section 17: Changes in Work**

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

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

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

#### 36 **Section 18: Dispute Resolution**

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

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

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

10 **Section 19: Miscellaneous**

11 19.1 **Entire Agreement.** This Agreement, together with its exhibits, which are  
12 attached hereto and incorporated by reference, constitutes the complete  
13 agreement between the parties with respect to its subject matter. No  
14 modification of this Agreement shall be binding unless it is in writing and is  
15 signed by an authorized representative of each party.  
16

17 19.2 **Injunctive Relief.** The City acknowledges that, in the event of its breach of  
18 any of the confidentiality terms or scope of use restrictions in this  
19 Agreement, Spillman will not have an adequate remedy in money or  
20 damages. Spillman shall therefore be entitled to obtain an injunction against  
21 such breach from any court of competent jurisdiction immediately upon  
22 request, without the necessity of posting bond, in addition to any other  
23 remedies that may be available at law or in equity.  
24

25 19.3 **Assignment.** Neither party shall assign or transfer this Agreement nor any  
26 rights or obligations there under without the express written consent of the  
27 other party, which shall not be unreasonably withheld. Any assignment  
28 attempted without the written consent of the other party shall be void.  
29 Notwithstanding the foregoing, Spillman may, upon written notice to the  
30 City, assign this Agreement to a third party in connection with a merger with  
31 the assignee party or acquisition of all or substantially all of Spillman's assets  
32 or business to which this Agreement relates.  
33

34 19.4 **Governing Law.** This Agreement and parties' performance hereunder shall  
35 be governed in accordance with the laws of the State of California. Venue for  
36 any judicial proceedings relating to the subject matter of this Agreement  
37 shall be in either the state or federal courts in Redding, California.  
38

39 19.5 **Third Party Beneficiary.** The parties hereto acknowledge and agree that the  
40 County of Shasta and the City of Anderson are each a third party beneficiary  
41 to this Agreement and each is entitled to the rights and benefits hereunder  
42 and may enforce the provisions hereof as if it were a party hereto. Except as  
43 expressly stated herein, this Agreement is not made for the benefit of any  
44 other third parties.  
45

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

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



*IPS CAD/RMS/JMS REPLACEMENT PROJECT*

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

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

4 Signature: \_\_\_\_\_

5 Print Name: Missy McArthur, Mayor

6 Date: \_\_\_\_\_

7

8 **APPROVED AS TO FORM:**

9 Signature: \_\_\_\_\_

10 Print Name: Barry DeWalt, City Attorney

11 Date: \_\_\_\_\_

12

13 **SPILLMAN TECHNOLOGIES, INC.:**

14 Signature: \_\_\_\_\_

15 Print Name:

16 Date: \_\_\_\_\_

**EXHIBIT A**  
**STATEMENT OF WORK**

**EXHIBIT B**  
**INTERFACE DESCRIPTIONS**

**EXHIBIT C**  
**PERFORMANCE AND RELIABILITY REQUIREMENTS**

**EXHIBIT D**  
**TRAINING PLAN**

**EXHIBIT E**  
**PROJECT SCHEDULE**

**EXHIBIT F**  
**MAINTENANCE AND SUPPORT AGREEMENT**

**EXHIBIT G**  
**PRICING AND SUMMARY DETAIL**



**EXHIBIT H**  
**PAYMENT SCHEDULE**

**EXHIBIT I**  
**SOURCE CODE ESCROW AGREEMENT**

## **EXHIBIT J**

### **SPILLMAN PROPOSAL DOCUMENTS**

*(Separate Documents Attached by Reference)*

## **EXHIBIT K**

### **CITY'S REQUEST FOR PROPOSAL**

*(Separate Document Attached by Reference)*

**EXHIBIT L**  
**SHASTA COUNTY SHARED AGENCY AGREEMENT**

**EXHIBIT M**  
**CITY OF ANDERSON SHARED AGENCY AGREEMENT**

**EXHIBIT A**  
**Statement of Work**

# **EXHIBIT A**

## **STATEMENT OF WORK**

### **INTRODUCTION AND PURPOSE**

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

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

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

### **PROJECT OBJECTIVES**

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

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

### **PROJECT ASSUMPTIONS AND GENERAL RESPONSIBILITIES**

#### **Project Assumptions**

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



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

### **City Responsibilities**

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

### **Spillman Responsibilities**

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

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

## PROJECT TASKS AND RESPONSIBILITIES

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

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

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

### Pre-Installation and Project Planning

#### Phase 1 Project Planning

##### Task Description

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

##### *Task 1 Pre-Implementation Meeting and Open House*

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

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

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

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

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

## Pre-Installation and Project Planning

### Phase 1 Project Planning (con't)

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

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

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

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

## Pre-Installation and Project Planning

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

### *Task 3 Network Review and Analysis*

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

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

The network analysis will include the following activities:

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

### **Deliverables**

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

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

## Pre-Installation and Project Planning

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

### Prerequisites

- Signed Agreement

### Completion Criteria

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

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Conduct Open House</li> <li>• Conduct Product Demonstrations</li> <li>• Conduct Forms Review</li> <li>• Conduct Workflow Review</li> <li>• Work with Solutions II to Conduct Network Analysis</li> <li>• Prepare and submit written report</li> </ul>	<ul style="list-style-type: none"> <li>• Assist with Open House (invites, room to conduct open house etc.)</li> <li>• Assist with Project Team Planning session</li> <li>• Assist with Workflow and Forms analysis.</li> <li>• IT staff to work with Spillman and Solutions II to assist in site analysis activities.</li> <li>• Verify completion criteria have been met.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project manager</li> <li>• Trainer</li> <li>• Systems Engineer</li> <li>• Demo Technician</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Staff from different agencies and expertise will be needed in all different areas. Prior to each task, Spillman will work with the City to identify specific resources that should be present and proactively involved in each activity.</li> </ul>

## Order Servers and Miscellaneous Hardware

### Phase 2 Implementation

#### Task 1 Order Servers and Miscellaneous Hardware

##### Task Description

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

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

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

##### Deliverables

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

##### Prerequisites

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

##### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Review item list with the City prior to preparing purchase order(s)</li> <li>• Order items approved by the City</li> <li>• Provide recommended requirements for pre-existing equipment.</li> <li>• Review and verify receipt of equipment at City facilities</li> </ul>	<ul style="list-style-type: none"> <li>• Review item list with Spillman prior to purchase</li> <li>• Review and approve purchase orders</li> <li>• Review and verify items received meet the requirements stated herein</li> <li>• Verify completion criteria have been met.</li> </ul>

## Order Servers and Miscellaneous Hardware

Required Staff	Required Staff
<ul style="list-style-type: none"> <li>• Project manager</li> <li>• Installation manager</li> <li>• Systems engineer</li> </ul>	<ul style="list-style-type: none"> <li>• Project manager</li> <li>• IT personnel (as needed)</li> <li>• System administrator</li> </ul>

## Order Third Party Software

### Task 2                      Order Third Party Software

#### Task Description

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

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

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

#### Deliverables

- Not applicable

#### Prerequisites

- Task 1

#### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Order Third Party Software as specified herein.</li> <li>• Demonstrate to City all Third Party Software Products are complete and operational with the System installed.</li> </ul>	<ul style="list-style-type: none"> <li>• Review and approve purchase orders for Third Party Products listed in Exhibit G, Pricing Summary and Detail.</li> <li>• Monitor the installation of 3<sup>rd</sup> Party Products and verify compliance with installation requirements.</li> <li>• Verify completion criteria have been met.</li> </ul>



## Order Third Party Software

Required Staff	Required Staff
<ul style="list-style-type: none"> <li>• Project manager</li> <li>• Systems engineer</li> </ul>	<ul style="list-style-type: none"> <li>• Project manager</li> <li>• System administrator</li> <li>• IT personnel (as needed)</li> </ul>

## Project Schedule Review Sessions

### Task 3 Project Schedule Review

#### Task Description

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

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

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

#### Deliverables

- Final project schedule and ongoing updates as required

#### Prerequisites

- As required by changes that occur in the project

#### Completion Criteria

- Not applicable; On-going task

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Maintain an updated project schedule for the duration of the project.</li> <li>• Submit changes for approval by City</li> <li>• Prepare change orders as required to keep contract documents up to date as the schedule changes.</li> <li>• Ensure personnel who can make resource allocation and scheduling decisions participate in Project Schedule reviews</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure personnel who can make resource allocation and scheduling decisions participate in Project Schedule reviews</li> </ul>

## Project Schedule Review Sessions

Required Staff	Required Staff
<ul style="list-style-type: none"> <li>• Project manager</li> <li>• Training coordinator</li> </ul>	<ul style="list-style-type: none"> <li>• Project manager</li> <li>• System administrator</li> <li>• Department supervisors (as needed, for approving the schedule)</li> </ul>

## Develop Data Entry Standards

### Task 4 Develop Data Entry Standards

#### Task Description

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

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

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

#### Deliverables

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

#### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Provide sample data entry standards</li> <li>• Explain data entry standards</li> <li>• Provide sufficient knowledge and information so that City fully understands the scope and resources</li> </ul>	<ul style="list-style-type: none"> <li>• Revise sample standards form to meet City's needs</li> <li>• Create formal policies and standard operating procedures to guide data entry tasks</li> </ul>

### Develop Data Entry Standards

required to successfully complete this task.	<ul style="list-style-type: none"><li>• Verify completion criteria have been met.</li></ul>
<b>Required Staff</b> <ul style="list-style-type: none"><li>• Project manager</li><li>• Lead trainer</li></ul>	<b>Required Staff</b> <ul style="list-style-type: none"><li>• Project team</li></ul>

## Web Based Map Training

### Task 5 Web Based Map Training

#### Task Description

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

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

#### Deliverables

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

#### Prerequisites

- Existing City map files

#### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Provide map data collection guide</li> <li>• Assess current map data</li> <li>• Provide feedback on ways to improve quality of map data</li> <li>• Provide map build training</li> <li>• Provide remote assistance during City's map build activities</li> </ul>	<ul style="list-style-type: none"> <li>• Collect current available map data</li> <li>• Attend map training</li> <li>• Build geofile per Spillman's specifications</li> <li>• Verify completion criteria have been met.</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Trainer (GIS)</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>• System Administrator</li> <li>• GIS Department</li> </ul>

## Install and Configure Server Hardware and 3<sup>rd</sup> Party Software

### Task 6 Server Hardware and 3<sup>rd</sup> Party Software Installation

#### Task Description

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

#### Deliverables

- Equipment installed and configured

#### Prerequisites

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

#### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Install all 3<sup>rd</sup> party hardware and software including the Linux server and operating system at City site(s)</li> <li>• Configure database storage space allocation</li> <li>• Conduct initial tests of the equipment and correct any problems or deficiencies and remedied Defects according to task 15 of this Statement of Work</li> <li>• Establish connectivity to Spillman headquarters</li> </ul>	<ul style="list-style-type: none"> <li>• Facilitate installation of Linux server</li> <li>• Set up disaster recovery solution</li> <li>• Configure network</li> <li>• Assist with establishing connectivity to Spillman headquarters</li> <li>• Verify completion criteria have been met.</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Project manager</li> <li>• Systems engineer</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>• System administrator</li> <li>• IT department</li> </ul>

## Install, Test and Debug Core Spillman Software

## Install, Test and Debug Core Spillman Software

### Task 7 Install, Test and Debug Core Spillman Software

#### Task Description

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

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

#### Deliverables

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

#### Prerequisites

- Task 6

#### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Install core Software listed in Exhibit G</li> <li>• Configure databases (live and training)</li> <li>• Create administrative user accounts</li> <li>• Create training user accounts</li> <li>• Initiate installation of external interfaces</li> <li>• Install Spillman client application on PCs</li> <li>• Install Spillman Mobile client application on mobile computers</li> <li>• Remedied Defects according to task 15 of this Statement of Work</li> </ul>	<ul style="list-style-type: none"> <li>• Assist Spillman during the installation process.</li> <li>• Bar Code devices for property (3 agencies)</li> <li>• Install Spillman Touch on smartphones and tablets</li> <li>• Verify completion criteria have been met.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Systems engineer</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• IT personnel</li> <li>• System administrator</li> </ul>

## Develop, Test, Debug and Install Custom Interfaces

### Task 8 Develop, Test, Debug and Install Custom Interfaces

#### Task Description

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

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

#### Deliverables

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

#### Prerequisites

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

#### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Review Custom Interface specifications with City prior to start date of development process</li> <li>• Complete development of Custom Interfaces and Documentation</li> <li>• Install, test and remedy Defects according to task 15 of this Statement of Work. Install and Implement Custom Interfaces in a live environment; provide assistance as may be required to meet contract requirements.</li> </ul>	<ul style="list-style-type: none"> <li>• Review Custom Interface Specifications</li> <li>• Identify and notify Spillman of any deficiencies, problems or adjustments necessary to the Specifications</li> <li>• Conduct testing of interfaces as requested by Spillman and as determined by the City to verify each Custom Interface will work according to contract requirements.</li> <li>• Verify completion criteria have been met.</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Systems engineer</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>• IT personnel</li> <li>• System administrator</li> </ul>

### **Task 9 Install, Test and Debug Standard Interfaces**

#### **Task Description**

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

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

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

15. VINE Interface

#### **Deliverables**

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

#### **Prerequisites**

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

#### **Completion Criteria**

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



## Develop, Test, Debug and Install Standard Interfaces

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Design and develop each Interface in accordance with the requirements of this Agreement and as described in Exhibit B, Interfaces Description.</li> <li>• Design, develop, test and debug as necessary to ensure each Interface is free of software Defects prior to placing each interface in a production environment</li> <li>• Update interface and system Documentation, as required by the Agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Review w/Spillman the functional requirements for each Interface</li> <li>• Assist Spillman as may be required to obtain the necessary involvement and assistance from third party entities to facilitate this task                             <ul style="list-style-type: none"> <li>▪ Test each interface in accordance with mutually agreeable test plans and contract requirements.</li> <li>▪ Verify completion criteria have been met.</li> </ul> </li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project manager</li> <li>• Systems engineer</li> <li>• Development (programmers)</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• IT department</li> <li>• Applicable third party vendors</li> <li>• System administrator</li> </ul>

**Provide and Install Software on Tablet Devices**

**Task 10 Provide and Install Software on Tablet Devices**

**Task Description**

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

**Deliverables**

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

**Prerequisites**

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

**Completion Criteria**

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

<b>Spillman Responsibilities</b>	<b>City Responsibilities</b>
<ul style="list-style-type: none"> <li>• Order equipment related to this task</li> <li>• Installation and configuration of software on the devices</li> <li>• Train motor officers on how to use the Spillman Traffic Forms</li> </ul>	<ul style="list-style-type: none"> <li>• Provide motor vehicles for the installation of printers</li> <li>• Installation of printers and peripheral equipment (if any)</li> <li>• Ensure personnel attend training</li> <li>• Verify completion criteria have been met.</li> </ul>
<p>Required Staff</p> <p>Project Manager</p> <p>Technical Resources as required</p>	<p>Required Staff</p> <p>City IT Department and 3<sup>rd</sup> party installers, if necessary</p>

## System Admin Training

### Task 11 System Admin Training

#### Task Description

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

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

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

#### Deliverables

- System administration training per contract requirements.

#### Prerequisites

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

#### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• System administrator training</li> <li>• Module administration training</li> <li>• Code table setup training</li> </ul>	<ul style="list-style-type: none"> <li>• Provide properly equipped location</li> <li>• Ensure personnel attend training</li> <li>• Finalize data entry standards</li> <li>• Enter code tables</li> <li>• Verify completion criteria have been met.</li> </ul>
<p>Required Staff Trainers as Required Technical Staff as Required</p>	<p>Required Staff TBD</p>

### **Task 12 Pre-Go Live Software Testing**

#### **Task Description**

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

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

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

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

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

#### **Deliverables**

- Spillman standard functional tests

#### **Prerequisites**

- Spillman application installation
- System Administration training

#### **Completion Criteria**

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

## Pre-Go Live Software Testing

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Provide standard functional tests</li> <li>• Work with City to review and agree upon additional tests and scenarios</li> <li>• Conduct module testing with City and track results</li> <li>• Correct deficiencies and remedy Defects per task 15 of this Statement of Work following each test</li> </ul>	<ul style="list-style-type: none"> <li>• Review standard Spillman functional tests</li> <li>• Create additional tests and scenarios, if desired</li> <li>• Conduct functional testing with Spillman and track results</li> <li>• Re-test any corrections made by Spillman</li> <li>• Verify completion criteria have been met.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project manger</li> <li>• Trainer</li> <li>• Technical resources as necessary</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project manager</li> <li>• Project team</li> <li>• End users (as needed)</li> </ul>

## Follow Up Map Training and Final Map Setup Training

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

#### Task Description

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

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

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

#### Deliverables

- GIS professional services (consulting)
- Final map review

#### Prerequisites

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

#### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Provide map build assistance to City</li> <li>• Assist with final map review and go live preparation</li> </ul>	<ul style="list-style-type: none"> <li>• Map build and GIS modifications</li> <li>• Perform final map review</li> <li>• Verify completion criteria have been met.</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Trainer (GIS)</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>• GIS department</li> <li>• System administrator</li> </ul>

## Conduct End User Training

### Task 14 Conduct End User Training

#### Task Description

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

#### Deliverables

- End user training

#### Prerequisites

- Functional testing completed
- Interfaces installed and configured

#### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Provide end user training per contract requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Provide training facilities and equipment</li> <li>• Ensure appropriate personnel attend each training class</li> <li>• Verify completion criteria have been met.</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Trainers</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>• All employees (end users)</li> </ul>

## Cutover to Live Operations

### Task 15 Cutover to Live Operations

#### Task Description

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

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

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

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

#### **Defect Classification**

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

#### **Priority Level 0 (P0) Defect**

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

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

#### **Priority Level 1 (P1) Defect**

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

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



## Cutover to Live Operations

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

### Priority Level 2 (P2) Defect

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

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

Examples include:

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

### Priority Level 3 (P3) Defect

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

Examples include:

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

## Cutover to Live Operations

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

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

Spillman shall not charge the Customer for resolving any Defects.

### **P0 Defects**

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

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

### **P1 Defects**

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

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

## Cutover to Live Operations

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

### P2 Defects

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

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

Additionally, Spillman agrees with respect to P2 Defects:

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

### P3 Defects

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

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

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

### Deliverables

## Cutover to Live Operations

- Trainers onsite for Go-live

### Prerequisites

- Completion of all previous tasks

### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Facilitate Go-live kick-off meeting (first day of Go-live)</li> <li>• Work with the City to help determine the best approach to the go-live process including the phased approach of Subsystem go-live</li> <li>• Assist with initial live database entry</li> <li>• Observe operations and troubleshoot live database problems</li> <li>• Remedy all Defects pursuant to the requirements herein</li> <li>• Provide on-site resources for each Subsystem go-live as may be necessary to ensure each Subsystem go-live is completed with minimal disruption to staff and meets all requirements of the Agreement.</li> <li>• Make minor modifications as needed</li> <li>• Work one-on-one with individuals</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure appropriate personnel attend Go-live kick-off meeting</li> <li>• Provide guidance to individuals who need extra assistance</li> <li>• Relay issues and concerns to Spillman</li> <li>• Maintain a log of reported Defects, status and resolution.</li> <li>• Verify completion criteria have been met.</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Project manager</li> <li>• Systems engineer</li> <li>• Trainers</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>• Project manager</li> <li>• All employees (end users)</li> </ul>

## Perform Site Audit and Analysis

### Task 16 Site Audit

#### Task Description

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

#### Deliverables

- Onsite analysis and training for up to three days

#### Prerequisites

- Go-live operations

#### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Answer follow up questions</li> <li>• Show users alternative ways to use the system</li> </ul>	<ul style="list-style-type: none"> <li>• Communicate questions or concerns</li> <li>• Verify completion criteria have been met.</li> </ul>
Required Staff	Required Staff
<ul style="list-style-type: none"> <li>• Trainer</li> </ul>	<ul style="list-style-type: none"> <li>• Applicable staff</li> </ul>

## Subsystem 30 Day Preliminary Acceptance Test Period

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

#### Task Description

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

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

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

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

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

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

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

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

## Subsystem 30 Day Preliminary Acceptance Test Period

### Deliverables

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

### Prerequisites

- Cutover to live operations for each Subsystem

### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Assist the City as necessary to help facilitate a successful Preliminary Acceptance Test Period for each Subsystem</li> <li>• Remedy Defects as required by the Agreement and this SOW</li> </ul>	<ul style="list-style-type: none"> <li>• Monitor Spillman System</li> <li>• Log Defects with appropriate detail</li> <li>• Verify completion criteria have been met.</li> </ul>
Required Staff	Required Staff
<ul style="list-style-type: none"> <li>• Project manger</li> <li>• Technical Services/Development staff as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Project manager</li> <li>• Project team</li> </ul>

## 90 Day Final System Acceptance Test Period

### Task 18 90 Day Final System Acceptance Test Period

#### Task Description

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

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

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

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

#### Deliverables

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

#### Prerequisites

- Cutover to live operations

Spillman Responsibilities	City Responsibilities
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Successfully complete the requirements for Final System Acceptance as stated in the Agreement and this SOW.</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Monitor Spillman System</li> <li>• Log Defects with appropriate detail</li> <li>• Verify completion criteria have been met.</li> <li>• Provide Final Acceptance notification to Spillman in writing upon successful completion of all contract requirements.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project manger</li> <li>• Technical Services/Development staff as needed</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project manager</li> <li>• Project team</li> </ul>

## Final System Acceptance



### Task 19 Final System Acceptance

#### Task Description

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

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

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

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

## Final System Acceptance

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

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

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

### Deliverables

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

### Prerequisites

- Successful completion of Task 18

### Completion Criteria

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

Spillman Responsibilities	City Responsibilities
<ul style="list-style-type: none"> <li>• Successfully complete all applicable contract requirements for Final System Acceptance.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify successful project completion</li> <li>• Process Spillman's request for Final System Acceptance when all contract requirements have been met.</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• TBD</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>• Project manager</li> </ul>

## **Exhibit B: Interface Descriptions**

## Table of Contents

CA E-CARS Plus Interface .....	3
Coplogic Interface .....	5
Evidence Barcoding.....	6
Drivers License Scanning .....	8
StateLink California (CLETS) .....	11
VINE Interface.....	19
E9-1-1 Interface .....	20
Pro QA Paramount Medical Interface.....	22
Hiplink Paging Interface .....	23
Emergency Reporting .....	30
AVL Mapping Interface .....	31
Keefe Commissary Interface.....	34
Master Time Clock.....	36
SWITRS Interface .....	37
GTL Inmate Phone System Interface.....	38
Redflex Interface Statement of Work .....	39
JALAN Citation Export Interface Statement of Work.....	45
Cogent Interface Statement of Work .....	53
GTL Visitation Export Interface Statement of Work.....	58

# CA E-CARS Plus Interface

## Summary

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

## Description

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

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

## Requirements

### General

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

### Hardware

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

### Software

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

## Documentation

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

## User Information

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

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

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

## SAA Information

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

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

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

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

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

## Maintenance Information

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

- Spillman Hub and Law Records Management module

# Coplogic Interface

## Summary

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

## Description

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

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

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

## Requirements

### General

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

### Software

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

# Evidence Barcoding

## Summary

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

## Description

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

## Requirements

### General

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

### Hardware

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

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

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



- Docking station with power supply

#### Software

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

# Drivers License Scanning

## Summary

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

## Description

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

## Requirements

### General

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

### Hardware

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

#### **Magtek Mini Swipe Reader (USB) HID**

Reads magnetic stripes only.

Plug and play device.

Approximate Price: \$85

[http://www.magtek.com/products\\_V2/card\\_readers/mini/usb/standard\\_configurations.asp](http://www.magtek.com/products_V2/card_readers/mini/usb/standard_configurations.asp)

#### **SymbolTech DS 6707**

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

Approximate Price: \$275-300

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

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

#### **E-Seek M-250**

Reads magnetic stripes and 2D barcodes.

Approximate Price: \$370

[http://www.e-seek.com/product\\_m250.asp](http://www.e-seek.com/product_m250.asp)

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

#### **POSH MK5-K9**

Reads magnetic stripes and 1D and 2D barcodes

Approximate price: \$415

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

**Honeywell Granit 1910i**

Reads 2D barcodes only.

Approximate price: \$450

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

**Honeywell 4600g (discontinued)**

Reads 2D barcodes only.

Approximate Price: \$500

[http://www.handheld.com/Site.aspx/na/en/product\\_center/hardware/?product=35](http://www.handheld.com/Site.aspx/na/en/product_center/hardware/?product=35)

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

**Xenon 1900**

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

Approximate Price: \$350-\$500

<http://www.honeywellaidc.com/en->

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

**L-Tron 4910LR**

Reads 2D barcodes only.

Approximate Price: \$449.95

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

**L-Tron 4810LR**

Reads 2D barcodes only.

Approximate Price: \$449.95

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

**Code Corp Code Reader 2.0 and 3.0**

Reads 2D barcodes only.

Approximate Price: \$300-500

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

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

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

Reads magnetic stripes only.

Approximate Price: \$2000

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

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

Reads 2D barcodes only

Approximate Price: \$3000

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

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

Reads both Magnetic strip and 2D barcodes

Approximate Price: \$3400

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

# StateLink California (CLETS)

## Summary

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

## Description

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

## Requirements

### General

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

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

### Hardware

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

### Software

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

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

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

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

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

## Available Transactions

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

## Available Transactions

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



## Available Transactions

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

## Available Transactions

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

## Available Transactions

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

## Available Transactions

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

### Documentation

StateLink Manual 2.0

### Training

Training is covered under the normal training for an agency.

# VINE Interface

## Summary

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

## Description

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

## Requirements

### Hardware

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

### Software

- SPILLMAN software version 6.0 or higher
- VINE software

# E9-1-1 Interface

## Summary

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

## Description

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

## Requirements

### General

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

### Hardware

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

### Software

- Spillman CAD module, version 4.6 or greater

## E-911 Data Transfer

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

<b>E-911 data</b>	<b>CAD Add Call window fields</b>
<ul style="list-style-type: none"><li>• Location For a land line phone, the location is a street address.</li><li>• For a wireless communication device,</li></ul>	<b>Address</b> For wireless calls, the latitude, longitude, and uncertainty data is displayed in the following format: LAT: <i>number</i> LON:

the location is given as longitude and latitude coordinates.	<i>number</i> UNC: <i>number</i> or <i>code</i>
City	<b>City</b> (dependent upon how agency sets up the E-911 software and the City code table ( <i>apcity</i> )).
Owner's name	<b>Contact</b>
Phone Number	<b>Tel</b>
911 data stream (all of the above data as required by the agency)	<b>Info</b>

# Pro QA Paramount Medical Interface

## Summary

Spillman's ProQA Paramount Medical Interface is a real time, two-way interface between Spillman and ProQA Paramount Medical. The interface is triggered by a Spillman user selecting a specified call nature and/or by a user clicking on an icon. The connection is made via xml. Fields that transfer from Spillman to ProQA include Call ID, Caller Name, Caller Phone, and Incident Location. Fields that transfer from ProQA to Spillman include Determinant Code, Protocol Questions and Answers, and Messages.

## Description

Priority Dispatch's ProQA software automates the process of determining an incident type for medical emergency calls and provides approved pre-arrival instructions. The series of questions used to determine scene status is called a "protocol." Based on the answers to the questions in the protocol, ProQA provides a determinant code that dispatch uses to send the appropriate response. The Spillman ProQA Paramount Medical Interface integrates ProQA with Computer Aided Dispatch (CAD) to streamline the process of gathering and disseminating information from the caller.

## Requirements

- Spillman 6.1 or above
- ProQA Paramount (version 5.0)

## Documentation

- Spillman ProQA Paramount Interface Guide

## User Information & SAA Information

The Spillman ProQA Paramount Interface Guide contains detailed, step-by-step instructions to help users become familiar with using the interface.

The Spillman ProQA Paramount Interface Guide also contains a section for administrators, with extensive information about configuring the interface to work with the ProQA software.



# Hiplink Paging Interface

## Summary

Spillman's Hiplink Paging Interface is a one-way, real time interface between Spillman and Hiplink. This web service interface is triggered by user interaction such as a dispatcher assigning a pre-defined nature to the call, or typing a manual page into the command line. Information from Spillman CAD is transferred to Hiplink such as call nature, address, zone, time, dispatcher, and comments.

## Description

The Spillman Paging Interface allows an agency to send both automatic and manual page messages from Spillman's Computer-Aided Dispatch (CAD) program to a third party paging program. The Interface sends commands to page specific units or users. The third party paging program, using a variety of different communication protocols, then communicates those pages to the carriers (for example, AT&T, Verizon, Nextel, etc.) to which the pages then get sent to the individual devices being used by the units and users.

Automatic messages are those generated by certain dispatch activities. Automatic messages contain information from specific fields in CAD. The agency's Spillman Application Administrator (SAA) can set the Interface to send pages to individual units and users, or to groups of units and users. The SAA at the agency can also set up groups of users to receive automatic pages for specific types of calls or situations.

Manual messages are free-text messages that dispatchers can send to individual units or users or to a group of users/units/groups by entering a CAD command.

The Spillman Paging Interface gives an agency the ability to send manual and automatic pages from Spillman CAD.

## User Information

### *Automatic paging*

An agency's SAA can set the Interface to send an automatic page when a dispatcher assigns units to a call and when a unit reaches a status defined in the pgcmplt application parameter. The SAA can also set up the Interface to automatically page specific groups of users/units/groups for certain types of calls or situations. Automatic paging works as follows:

- When a dispatcher assigns one or more units to a CAD call, the Interface sends a message to the paging software. The paging software forwards this message to the following recipients:
  - Each unit dispatched to the call.
  - Officers assigned to any unit that is dispatched to the call. (Officers are paged only if the Page Officers field in the Pager table is set to Yes.)
  - Each group that matches specific criteria and is specified in a Paging Plan record.

- After it sends the “dispatched call” page, the Interface makes an entry in the Paging log. (See the “Logging of pager messages” section of this document for the format of the log.)
- When the responsible unit for a CAD call reaches a new status, the Interface sends a status page to the members of any group associated with a Paging Plan record for the new status. The status page follows the same format as the dispatched call page, and the Interface makes another entry in the Paging Log.
- When a unit reaches a status defined in the pgcmplt application parameter, the Interface sends that unit a “completed call” page. This page contains the incident number for the call and the response times for the unit. (See the “Application Parameters” section of this document for more information on the pgcmplt application parameter.)
- The SAA can also set up the Interface to page specific groups of persons when a dispatcher dispatches calls of a certain nature or makes a certain status change to a call. For example, if the agency’s SAA sets up a paging group for structure fire calls, the Interface will send everyone in that group a page whenever a Structure Fire call is dispatched. The SAA can define the rules for paging groups. These rules include:
  - Paging by nature— If a group is associated with a By Nature rule, the group members receive a page if the nature of the dispatched call matches the nature set up in the rule and the location of the call is inside the boundaries of the agency that is defined in the rule.
  - Paging by status— If a group is associated with a By Status rule, the group members receive a page when a dispatched unit achieves the specified status and any unit dispatched to that unit’s call is a member of the agency defined in the rule.

**Note:** the Interface does not send group pages (pages designated by a rule associated with groups) to off-duty units.

The Interface pages a unit or an officer only once per type of page per call. For example, when a dispatcher assigns a unit to a call, the Interface sends that unit and each of its assigned officer(s) one page for the call. The responsible unit and the responsible officer(s) might receive pages when the call’s status changes and when the call reaches a completed status (as defined in the pgcmplt application parameter). The Interface sends only one page to each recipient for each change. However, if the nature of the call changes, the Interface pages any groups that are set up to receive pages for calls of the new nature, regardless of whether some group members might have already received a page for that call.

### ***Manual paging***

Using the **page** command from the CAD command line, a dispatcher can send a manual page containing a free-text message to any unit or user whose pager number is defined in a Pager Table record (pager). The free-text message can also be sent to groups of units and users. For more information on using the **page** command from CAD, refer to the *Spillman Paging Interface Guide*.

**Note:** Units receive manual pages regardless of their status (on or off duty).

### ***Logging of pager messages***

Each time that the Interface sends a pager message, it generates a new record in the Page Log table. The record contains the following information:

- Sender of the page
- Recipient of the page

- Call ID (the incident number for the CAD call, if the incident number is available at the time that the software sends the page)
- Time and date of the page
- Content of the message, whether a free-text (manual) message or a set (automatic) message.

## **SAA Information**

### ***Formats***

The information that pushes out to the end user devices can be configured. There are three different formats available for the agency to choose from.

1. Spillman Default Format – A maximum of 256 bytes of data are sent. Call Comments are the last bytes of data added to the end of the page for that purpose. The entries from Agency to Responsible Unit(s) are subtracted from the 256 bytes, the remainder is left for Call Comments.
  - When Units are Dispatched/Assigned, the following will be sent:
    - Agency
    - Nature
    - Address, City Code
    - Zone
    - Responsible Unit(s)
    - Call Comments
  - When the Call Status is changed and Auto Page is setup by Nature, the following will be sent:
    - Agency
    - Nature
    - Address, City Code
    - Zone
    - Responsible Unit(s)
    - Call Comments
  - When the Call Status is changed and Auto Page is setup by Status, the following will be sent:

Agency  
Nature  
Status  
Address, City Code  
Zone  
Responsible Unit(s)  
Call Comments

2. COLAPLATTA Format – A maximum of 256 bytes of data are sent. This format has additional data when compared to the Spillman Default and the Call Comments field is in the middle of the page. However, even though it is in the middle of the page in the order sent to the end user device, it is calculated last from the 256 bytes of data sent. Hence all fields in the page are calculated and subtracted from the maximum 256 bytes, then the remaining bytes left will be Call Comments and will be put in the middle of the page as defined in the order below.

- When Units are Dispatch/Assigned the following will be sent:

Agency  
Zone  
Nature  
Address, City Code  
Responsible Unit(s)  
Call Comments  
Incident Number  
Cross Street  
Incident Date and Time

- When the Call Status is changed and Auto Page is setup by Nature, the following will be sent:

Agency  
Zone  
Nature  
Address, City Code  
Responsible Unit(s)  
Call Comments  
Incident Number  
Cross Street  
Incident Date and Time

- When the Call Status is changed and Auto Page is setup by Status, the following will be sent:

Agency  
Zone  
Nature  
Status  
Address, City Code  
Responsible Unit(s)  
Call Comments  
Incident Number  
Cross Street  
Incident Date and Time

3. WAYAKSO Format –

- When Units are Dispatched/Assigned, the following will be sent:  
Dispatch Date and Time  
Nature  
Address  
Agency  
Zone  
Responsible Unit(s)  
Call Comments
- When the Call Status is changed and Auto Page is setup by Nature, the following will be sent:  
Dispatch Date and Time  
Nature  
Address  
Agency  
Zone  
Responsible Unit(s)  
Call Comments
- When the Call Status is changed and Auto Page is setup by Status, the following will be sent:

Dispatch Date and Time

Status

Address

Agency

Zone

Responsible Unit(s)

Call Comments

### **Third Party**

#### **Semotus Solutions (Hiplink)**

Background:

Semotus Solutions was founded in 1993 and their HipLink Application was put into production in 1995. They are widely used in many different industries and have a strong history of stability and progression with the latest technologies.

Description:

Spillman utilizes HipLink's Command Line Interface (CLI) to communicate between the two applications that will be running on two different servers. It is recommended that the HipLink Application be installed on a separate server from the Spillman Application and preferably on a windows server. The CLI is TCP/IP based; therefore, no serial connection is required for the HipLink Integration.

HipLink can communicate with virtually any device that can receive a text message. The most common devices that are supported through this integration are: cell phones/smart phones, pagers, email, printers, and fax machines.

HipLink communicates with the wireless providers using many different protocols. Some of the more common methods are WCTP, SNPP, SMTP, and they can use the older TAP protocol which is still widely used in remote and/or mountain areas that use RF.

Scope:

HipLink can be used for a variety of other communication purposes beyond the Spillman Integration. The extent of the integration purposes of the Spillman HipLink Integration Solution is confined to sending automatic pages based on user defined variables from Spillman CAD. No other purposes are intended with this integration. Therefore the setup is mostly on the Spillman side, defining paging groups, plans, and devices.

### **Requirements**

General

- HipLink must be purchased through a Spillman Sales Representative or directly through Semotus Solutions. The integration requires a minimum of 3 protocols, 1 user license and as many device licenses as needed for the agency.

#### Software

- Spillman Paging Interface.
- Spillman Version 4.6 or later.
- Semotus Solutions HipLink.
- Any software that is required to make connection to the carriers.

#### Hardware

- A Linux, or Windows server that is approved by Spillman Technologies, Inc., and that operates the Spillman software.
- Devices to receive text messages, i.e. pager, cell/smart phone, etc.
- If TAP is used, a dial-up modem is usually required to communicate via phone lines.
- Appropriate hardware to make connection to the carriers, i.e., AT&T, Verizon, etc.

# Emergency Reporting

## Summary

Spillman's Emergency Reporting Interface is a one-way, real-time interface between Spillman and Emergency Reporting. The transfer of information from Spillman to Emergency Reporting is accomplished via an XML Web Service. The interface is triggered by data that is entered into the Spillman system. Fields that transfer include address, zone, latitude, longitude, times (dispatch, en route, arrived, canceled, cleared scene, at hospital, cleared hospital, in quarters, in services), contact, and complainant.

## Description

Spillman's interface with Emergency Reporting System (ERS) allows you to efficiently complete reports and transfer information from Spillman's Computer-Aided Dispatch module into the ERS fire and EMS reporting and records management system. ERS allows you to manage all your fire department's incident reporting, scheduling, training, hydrant maintenance, reports, and personnel requirements from any Internet browser.

## Requirements

### Hardware

- Client PC specifications must match the minimum requirements for running Spillman.

### Software

- Spillman 6.1 or higher
- CtreeSQL database version 9.2 or higher
- Spillman Middletier running in an instance of Apache Tomcat
- The Ctxdump utility must be installed in \$INDBDIR/util, and must report a version number of at least 9.0.0.0 when invoked with the -Version argument.



# AVL Mapping Interface

## Summary

Spillman's AVL Mapping Interface is a real time interface between an AVL device/system and Spillman. GPS information is sent from the device to the Spillman system via a web service. The interface is two-way for those devices which support remote configuration and one-way for those which do not. Protocols supported include NMEA and TAIP. Fields that transfer from the AVL device to Spillman include Latitude, Longitude, Heading, Speed, and Device ID.

## Description

Automatic Vehicle Location (AVL) technology allows you to track the location of all fleet units in real time through Global Positioning System (GPS) receivers. View the location of nearby units to determine where the closest officer is for backup, or view CAD calls on a jurisdictional map. CAD Mapping automatically adds and updates calls to the map as they come in.

## Requirements

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

## Hardware

### Compatible Devices

#### Server AVL Devices (GPS communicates directly to the AVL Server)

- Cisco 819  
<http://www.cisco.com/c/en/us/products/routers/819-integrated-services-router-isr/index.html>
- Cradlepoint IBR1100LPE  
<https://cradlepoint.com/products/m2m-iot-vehicle/coribr1100>
- Sierra Wireless AirLink GX400/GX440  
[http://www.sierrawireless.com/productsandservices/airlink\\_gateways\\_modems\\_networking\\_solutions/intelligent\\_gateways/gx\\_series/](http://www.sierrawireless.com/productsandservices/airlink_gateways_modems_networking_solutions/intelligent_gateways/gx_series/)
- Trimble Placer Gold APU & Placer Gold Dead Reckoning Unit Plus  
[http://www.trimble.com/fsm/placer\\_gold.aspx](http://www.trimble.com/fsm/placer_gold.aspx)

#### Client AVL Devices (GPS communicates through the Spillman Mobile client)

- AntennaPlus AP-Navigator 6n (AP-NAV-CWG) (USB via virtual serial)  
<http://www.antennaplus.com/products/AP-Navigator-6n.aspx>

- Garmin GPS18x OEM (USB)  
<https://buy.garmin.com/shop/shop.do?CID=158&pID=27594>
- GPS Insight GPSI-4000 (Serial)  
<http://www.gpsinsight.com/gps-tracking-devices>
- PCTEL 5012D-U (USB via virtual serial)  
[http://www.antenna.com/apg\\_products.cgi?id\\_num=11195](http://www.antenna.com/apg_products.cgi?id_num=11195)
- Panasonic Toughbook 30 (integrated GPS via virtual serial)\*  
<http://www.panasonic.com/business/toughbook/fully-rugged-laptop-toughbook-30.asp>
- Sprint (Sierra Wireless) Compass 597u (USB via virtual serial)\*  
[http://www.sierrawireless.com/Product/compass\\_597.aspx](http://www.sierrawireless.com/Product/compass_597.aspx)
- Sprint (Novatel Wireless) Merlin S720 (USB via virtual serial)\*  
<http://support.sprint.com/main.html?selectedDeviceId=8107>
- GlobalSat BU-353/BU-353s4  
[www.usglobalsat.com/p-62-bu-353-w.aspx](http://www.usglobalsat.com/p-62-bu-353-w.aspx)
- Trimble Placer Gold APU, Trimfleet APU and GPS 450  
[http://www.trimble.com/fsm/placer\\_gold.aspx](http://www.trimble.com/fsm/placer_gold.aspx)

Note: For accuracy and signal strength, Spillman strongly recommends that an external antenna be used with all GPS devices. The antenna should be mounted on the vehicle's roof or windshield to ensure a clear signal to the sky.

#### Other NMEA 2.0 Compatible Devices

Many GPS devices are capable of outputting data in the NMEA 2.0 standard which is compatible with the Spillman Mobile client. If there are any issues using a non-certified NMEA device the device must be sent to Spillman for testing and certification. This test and certification process will be charged on a time and materials basis.

One key to look for in the output of a NMEA compatible device is the "Recommended Minimum Criteria" or RMC sentence. Mobile requires the following RMC sentence to work with the Spillman AVL system:

`$GPRMC,170520.5,V,4223.24585,N,07100.98735,W,0.0,031106,0.0,N*6A`

Even if the device supports this sentence, it may not be compatible with Spillman Mobile. Some GPS devices create virtual serial ports which are not compatible. If an agency is interested in testing the compatibility of a device, they must send it to Spillman for testing.

#### Other Hardware

- Wireless network connected to the Spillman server
- Ruggedized laptop running Mobile
- Mounting hardware for the laptop

#### Software

Mapping Module: A complete map of your agency's jurisdiction (in ESRI shapefile (.shp) format) must exist in either Mobile or CAD.

AVL Module: AVL must be turned on in Mobile, and the AVL Manager must be running.

Modem watcher program: The program must be installed on the client PC, configured, and communication with the modem.

Third-party GIS software such as MapInfo or Arcview must be installed.

## Keefe Commissary Interface

### Summary

The Spillman-Keefe Commissary Interface is a one-way batch interface from Spillman to Keefe. The interface is accomplished via an XML file drop. Spillman will create an XML drop file in a shared directory that the Keefe System may have access to.

### Description

Receive “just-in-time” commissary item orders for your facility. This interface offers full compatibility with ASCII files that contain inmate orders from Spillman’s Jail Management module.

Field Name	Total bytes	Start byte	End byte	Field type	Notes
Oder/Receipt #	5	1	5	Character	Required; unique per inmate
Booking/Inmate ID	10	6	15	Character	Required; unique per inmate
Inmate Name	33	16	48	Character	Required
Location 1 (Block)	5	49	53	Character	Optional
Location 2 (Tier)	5	54	58	Character	Optional
Location 3 (Cell)	5	59	63	Character	Optional
Beginning Balance	7	64	70	Numeric	Required, last two positions represent cents (for example, 0012754 = \$127.54)
Item ID	5	71	75	Character	Required
Item Description	50	76	125	Character	Required
Quantity Ordered	5	126	130	Numeric	Required
Price	7	131	137	Numeric	Required, last two positions represent cents (for example, 0000016 = \$0.16)
Batch Number	3	138	140	Numeric	Optional; unique per batch

Field Name	Total bytes	Start byte	End byte	Field type	Notes
Order Date	8	141	148	Character	<i>ddmmyyyy</i>
Sales Tax Rate	6	149	154	Numeric	Optional, last five positions represent numbers right decimal (for example, 007255 = 7.255%)

- The file is in compliance to the Keefe file format, so that there is no translating, the file is simply loaded into the Keefe Software.
- The Keefe Commissary Interface is a one-way communication interface. When the file is sent to the Spillman Server, Keefe takes the file, loads it in their system and places the order. That is the end of the interface. There is no communication or updates coming back to Spillman.
- Keefe is responsible to pull the newly created files from the Spillman Server. Keefe is responsible to develop the mechanism to check for new files to pull into their system.

## Requirements

### Hardware

- Hardware requirements from Keefe Commissary are applicable.
- Any hardware required by Keefe to connect to the Spillman Server. Keefe is to be consulted for this information

### Software

- Spillman Version 4.5 or Higher
- Customer needs to verify with Keefe on the software version that works with the Spillman Interface.

# Master Time Clock

## Summary

Spillman will sync the Spillman server to the Spectra Com Master Time Clock. Spillman will not configure other devices outside of the Spillman server to this clock.

# SWITRS Interface

## Summary

Included with Spillman's Accident Form (CHP 555) is the functionality which electronically submits data to SWITRS. In the past California ran out of funding to be able to accept traffic data electronically. When the state is ready to accept this data, the functionality to route traffic citations to external 3<sup>rd</sup> parties already exists. When the state is ready to begin development, there will be a delay between the time between when the state finishes developing their end and when Spillman completes development on our end.

This interface will be a real time interface which is triggered upon a user submitting an accident report. It will most likely be via XML. All pertinent fields from the CA 555 will transfer from Spillman to SWITRS.

# GTL Inmate Phone System Interface

## Summary

The GTL Inmate Phone System interface is a one-way interface that will create and modify GTL Phone accounts. When an inmate is booked using the Spillman JMS module, the information that is needed to create an account in the GTL Phone software will be pushed over. When the field in Spillman that holds the GTL TID is modified, the TID will be changed on GTL. Also, when an inmate is released using Spillman JMS, the GTL phone account will be marked as inactive.

The Spillman Name number will be used for the GTL Phone Account number. GTL is only able to house a 6 digit number for their account number. The Spillman Name number will need to be 6 digits long or less for this interface to work.

This interface will be deployed as a Web application and will not require any user interaction. This is a one-way interface from Spillman to the GTL Phone Software.



# Redflex Interface Statement of Work

## PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

## Project Background

Redding PD currently uses Redflex Software as their Red Light Camera Photo Enforcement solution. Redding PD needs an interface to import citation information from Redflex into Spillman.

## 1.0 Scope

**1.1 General** – This interface will be a web application that is served by Apache Tomcat on the Spillman server. It will be packaged as Web application Archive (WAR). The interface will leverage the Spillman Data Exchange (DEx) product to write to the Spillman database.

**1.2 File Drop** – Redflex will export an XML file along with an images zip file to the Redflex FTP site. The Spillman interface will fetch these files using FTP and import the data into Spillman on a configurable time interval.

**2.0 Data Import** – All data will be imported to the corresponding fields in the Spillman Names, Vehicle, and Citation tables. See Exhibit A for the citation field mapping.

**2.1 Name Matching Rules** - When a name is imported from Redflex, the interface will look for the below criteria. If the interface finds a match, then it will use the existing Name record in Spillman. If it does not find a match, it will then create a new Name record.

**2.1.1** Social Security number and first name

**2.1.2** Social Security number and birth date

**2.1.3** Social Security number and last name

**2.1.4** Driver license and state and first name

**2.1.5** Driver license and state and birth date

**2.1.6** Driver license and state and last name

**2.1.7** First, last names with date-of-birth

**2.1.8** First, last, suffix names with phone

**2.1.9** First, last, suffix names with an exact match on address, city, state, and ZIP

**2.2 Vehicle Matching Rules** - When a vehicle is imported from Redflex, the interface will look for the below criteria. If the interface finds a match, then it will use the existing Vehicle record in Spillman. If it does not find a match, it will then create a new Vehicle record.

- 2.2.1** Key (number)
- 2.2.2** VIN
- 2.2.3** License number and license state
- 2.2.4** License number, license state, make, model, year (Only if Make/Model/Year is checked in the DEx Properties screen)

### **3.0 Network**

- 3.1.1 Connection Issues** – All networking issues are the responsibility of the customer.
- 3.1.2 Drop Location** – The customer is responsible for creating/maintaining an FTP site that both the Spillman server and the Redflex server have access to.

**4.0 Interface Configuration** – All configurations (except value translation) will be configurable on a properties web page.

- 4.1.1 Value Translation** – It is the customer’s responsibility to map all code table values from Redflex to their corresponding value in Spillman. The Spillman syxfrin table is used for all mapping translations.
- 4.1.2 Drop File Location** – The drop file location will be configurable.
- 4.1.3 Frequency** – The frequency at which the interface checks the drop file location for new citations will be configurable.
- 4.1.4 Failure Logging** – All failures that can be logged will be logged and displayed on the web page.
- 4.1.5 Database Adapter** – This will determine which Spillman database the interface is pushing data to.
- 4.1.6 Code Tables** – All lookup fields on the forms will use the applicable lookup table in the Spillman database. For example, the color fields on the forms will use the values from the Spillman table tbcolor to populate the data.
- 4.1.7 Additional Configuration Items** – During development and testing it may be determined that additional configurations are needed.

**5.0 Installation** – Spillman will install the interface.

### **6.0 Testing**

- 6.1.1 Testing** – Testing will involve Spillman and the customer. Both are required participants and this project cannot be completed without their involvement. Testing will occur on the customer’s Spillman server and the customer will verify the interface is meets all success criteria outlined in Section 8.
- 6.1.2 Pilot/Beta Testing** – Testing can be done in the live or practice environment, whichever the customer prefers. Spillman will monitor the interface and ensure stability and reliability.

- 6.1.3 Release** - After a period of no less than 14 days and no more than 30 days and after the Success Criteria has been meet, Spillman will release the interface to general support.

## 7.0 Success Criteria

- 7.1.1 Successful Citation Import** – All fields from the Redflex drop files will be imported into Spillman according to the field mappings in Exhibit A.
- 7.1.2 Successful Image Import** – The zip file containing images will be attached to the corresponding Citation record.
- 7.1.3 Name Matching Rules** – Name matching rules will function as described in Section 3.1.
- 7.1.4 Vehicle Matching Rules** - Vehicle matching rules will function as described in Section 3.2.
- 7.1.5 Failure Logging** – All failures will be successfully logged in the interface log or the DEx log.

## 8.0 Limitations

- 8.1 Field Mapping** – This interface will only import data into existing Spillman fields. If the field does not exist, then the interface will import it into the Comments field of the record.
- 8.2 FTP Server** – Spillman is not responsible for the FTP server.

### Exhibit A

This table show the Redflex citation data elements that will be mapped to the Spillman fields.

Redflex Field (TransactionGroup/NewCaseCit.)	Spillman Field	Notes
../Revision	Not Mapping	
../Efile_Date_Time	Not Mapping	
../Court_Code	Citation Court Code - ctmain.court	May need syxfrin mapping
../Court_Code	Not Mapping	
../Type_of_Filing	Not Mapping	
../DA_Case_Number	Citation Case Number - ctcasnum.casenum	
../Case_Type	Citation Type - ctmain.citype	
../IssuingAgency	Citation Agency Code - ctmain.agency	May need syxfrin mapping
../IssuingAgencyLocation	Not Mapping	
../OfficerBadgeNumber	Citation Issuing Officer - ctmain.issuoff	
../CitationLocationDescription	Not Mapping	
../Owner_Resp	Not Mapping	
../BusinessIndicator	Not Mapping	
../Construction	Citation Circumstances - ctcirc.ccode	May need syxfrin mapping

../Defendant/CitationNumber	Citation State Citation Number - ctinfo.ctstid	
../Defendant/Person_ID	Not Mapping	
../Defendant/Defendant_Sequence	Not Mapping	
../Defendant/Violation_Date	Citation Violation Date - ctmain.vildate	
../Defendant/Violation_Time	Citation Violation Date - ctmain.vildate	
../Defendant/Issued_Date	Citation When Issued - ctmain.dtissue	
../Defendant/Issued_Time	Citation When Issued - ctmain.dtissue	
../Defendant/Appearance_Date	Citation Court Date - ctmain.dtcourt	
../Defendant/Custody_Status	Not Mapping	
../Defendant/Arresting_Agency	Not Mapping	
../Defendant/Arrest_Date	Not Mapping	
../Defendant/Arrest_Number	Not Mapping	
../Defendant/Booking_Number	Not Mapping	
../Defendant/Booking_Required	Not Mapping	
../Defendant/FBI_Number	Name FBI - nmmain.fbnum	
../Defendant/CII_Number	Not Mapping	
../Defendant/FingerPrint_Number	Name Extra NCIC Print - nmextra.ncic	
../Defendant/License_Number	Name DL Number - nmmain.dlnum	
../Defendant/License_State	Name DL State - nmmain.dlstate	
../Defendant/License_Country	Not Mapping	
../Defendant/License_Class	Name Drive License Type - nmdltyp.type	
../Defendant/Social_Security_Number	Name SSN - nmmain.ssn	
../Defendant/Interpereter_Type	Not Mapping	
../Defendant/Last_Name	Name Last - nmmain.last	
../Defendant/First_Name	Name First - nmmain.first	
../Defendant/Middle_Name	Name Middle - nmmain.middle	
../Defendant/Name_Suffix	Name Suffix - nmmain.suffix	
../Defendant/Date_of_Birth	Name Date of Birth - nmmain.birthd	
../Defendant/Phone_Number	Name Home Telephone Number - nmmain.phone	
../Defendant/Business_Phone_Number	Name Work Telephone Number - nmmain.wrkphn	
../Defendant/Previous_Business_Number	Not Mapping	
../Defendant/Relatives_Phone_Number	Not Mapping	
../Defendant/Address_Line_1	Name Address - nmmain-street	
../Defendant/Address_City	Name City - nmmain.city	
../Defendant/Address_State	Name State - nmmain.state	
../Defendant/Address_Zip	Name Zip - nmmain.zip	
../Defendant/Business_Name	Not Mapping	
../Defendant/Business_Address_Line1	Not Mapping	
../Defendant/Business_Address_City	Not Mapping	
../Defendant/Business_Address_State	Not Mapping	

../Defendant/Business_Address_Zip	Not Mapping	
../Defendant/Sex	Name Sex - nmmain.sex	
../Defendant/Race	Name Race - nmmain.race	
../Defendant/Eye_Color	Name Eye Color - nmmain.eyes	May need syxfrin mapping
../Defendant/Hair_Color	Name Hair Color - nmmain.hair	May need syxfrin mapping
../Defendant/Height	Name Height - nmmain.height	
../Defendant/Weight	Name Weight - nmmain.weight	
../Defendant/AKA/Last_Name	Not Mapping	
../Defendant/AKA/First_Name	Not Mapping	
../Defendant/AKA/Middle_Name	Not Mapping	
../Defendant/AKA/Name_Suffix	Not Mapping	
../Defendant/RadarUsedInd	Citation Comments - ctmdesc.text	
../Defendant/VehicleType	Vehicle Type - vhmain.vhityp	May need syxfrin mapping
../Defendant/VehicleMake	Vehicle Make - vhmain.make	May need syxfrin mapping
../Defendant/VehicleModel	Vehicle Model - vhmain.model	May need syxfrin mapping
../Defendant/VehicleBrand	Not Mapping	
../Defendant/VehicleModelYEAR	Vehicle Year - vhmain.year	
../Defendant/VehicleColor	Vehicle Primary Color - vhmain.color1	
../Defendant/VehicleRegistrationNumber	Vehicle License Plate - vhmain.lpnum	
../Defendant/VehicleRegistrationExpiration	Vehicle License Plate Expire Date - vhmain.expire	
../Defendant/VehicleRegistrationState	Vehicle License Plate State - vhmain.lpst	
../Defendant/Hazard_CV	Not Mapping	
../Defendant/Signature_Flag	Not Mapping	
../Defendant/DefCharge/Petition_Number	Citation Comments - ctmdesc.text	
../Defendant/DefCharge/Charge_Type	Citation Comments - ctmdesc.text	
../Defendant/DefCharge/Charge_Count	Citation Comments - ctmdesc.text	
../Defendant/DefCharge/Charge	Citation Comments - ctmdesc.text	
../Defendant/DefCharge/Charge_Statute	Citation Statute Code - ctoffs.offcode	May need syxfrin mapping
../Defendant/DefCharge/Speed	Citation Speed Actual - ctmain.spact	
../Defendant/DefCharge/Posted_Speed	Citation Speed Posted - ctmain.sppost	
../Defendant/DefCharge/Over_Weight	Citation Comments - ctmdesc.text	
../Defendant/DefCharge/Correctable_Flag	Not Mapping	
../Defendant/DefCharge/Charge_Severity	Citation Comments - ctmdesc.text	
../Defendant/DefCharge/Offense_Date_Begin	Not Mapping	
../Defendant/DefCharge/Notice_Charge_Code	Citation Comments - ctmdesc.text	

By signing below you are agreeing that the items listed above define the scope of work. Any changes or additions to this accepted scope of work will require an additional evaluation which may result in additional costs.

**Spillman Technologies, Inc.**

**Redding Police Department**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The purpose of Redflex signing this SOW is to acknowledge that Spillman will be writing this interface and all the information contained in this document is correct and in theory will work. Redflex will not be responsible for any development.

**Redflex**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# JALAN Citation Export Interface Statement of Work

## PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

## Project Background

Redding PD and Shasta County SO will use the Spillman Records Management System (RMS) to issue Citations as well as store Redflex citations. All of these citations will need to be sent to Shasta County Superior Court in order to avoid the court having to do duplicate data entry in to their JALAN RMS, Redding PD and Shasta County SO will need an interface to send the citations housed in the Spillman database to the JALAN RMS. This interface is only needed to submit imported Redflex citations because all citations filled out using the Spillman Citation form will already have the ability to be sent to Shasta County Superior Court.

## 1.0 Scope

- 1.1 General** – This interface will be a web application that is served by Apache Tomcat on the Spillman server. It will be packaged as Web application Archive (WAR).
- 1.2 Trigger** – Once a citation record is ready to be submitted to Shasta County Superior Court, the user submitting the citation will change the workflow status of the citation to SUBMIT (this will be a configurable status). After the interface has dropped the file on the FTP site, the workflow status will be changed to COMPLT (this will also be a configurable status). If the interface is unable to drop the file, the interface will change the workflow status to ERROR (this will be a configurable status) and display the error in the comments of that workflow.
- 1.3 Data Export** – Spillman Names, Vehicle, and Citation data elements will be exported to a drop file in the format that meets the specifications provided by Courts. See Exhibit A for the citation field mapping.
- 1.4 File Drop** – The interface will export (2) ASCII files to an FTP site. The naming convention is outlined in Exhibit B. If an image of the citation is sent from RedFlex, then the PDF Image will also be exported to the FTP site. The image file name will be “[Agency][Citation Number Alpha][Citation Numeric].pdf”.

## 2.0 Network

**2.1 Connection Issues** – All networking issues are the responsibility of the customer.

**2.2 Drop File Location** – The customer is responsible for creating/maintaining an FTP site that both the Spillman server and the JALAN server have access to.

**3.0 Interface Configuration** – All configurations (except value translation) will be configurable on a properties web page.

**3.1 Value Translation** – It is the customer's responsibility to map all code table values from Spillman to their corresponding value in JALAN. The Spillman syxfrount table is used for all mapping translations.

**3.2 Drop File Location** – The IP address and credentials of the FTP site will be configurable.

**3.3 Failure Logging** – All failures that can be logged will be logged and displayed on the web page.

**3.4 Database Adapter** – This will determine which Spillman database the interface is pushing data to.

**3.5 Workflow Submit Status** – The workflow status that triggers the interface to submit the citation will be configurable.

**3.6 Workflow Success Status** – The workflow status that shows the citation form has been dropped on the FTP Site.

**3.7 Workflow Error Status** – The workflow status that signifies an error with the submission will be configurable.

**3.8 Additional Configuration Items** – During development and testing it may be determined that additional configurations are needed.

**4.0 Installation** – Spillman will install the interface.

## 5.0 Testing

**5.1 Testing** – Testing will involve Spillman and the customer. Both are required participants and this project cannot be completed without their involvement. Testing will occur on the customer's Spillman server and the customer will verify the interface meets all success criteria outlined in Section 6.

**5.2 Pilot/Beta Testing** – Testing can be done in the live or practice environment, whichever the customer prefers. Spillman will monitor the interface and ensure stability and reliability.

**5.3 Release** - After a period of no less than 14 days and no more than 30 days and after the Success Criteria has been met, Spillman will release the interface to general support.

## 6.0 Success Criteria

**6.1 Successful Citation Export** – All fields mapped in Exhibit A will be exported in the proper format in the drop files.

## 7.0 Limitations



**7.1 Field Mapping** – This interface will only export data that currently exists in the Spillman database. Not all California citation fields are stored in the Spillman database. Refer to Exhibit A for more details.

**7.2 FTP Server** – Spillman is not responsible for the FTP server.

**7.3 Expenses Incurred** – Spillman is not responsible for any expenses incurred from JALAN.

## Exhibit A

This table shows how the data elements in the Spillman Citation Table will map to the data elements within the drop files.

Mapping For Spillman to JALAN Interface		
JALAN Fields	Spillman Fields	Notes
Agency	Citation.Agency	JALAN will only accept 2 characters, this Spillman data will have to be truncated or have a translation
Citation Number Alpha	Citation.Number	Spillman does not store a separate Alpha character but can be included in the main number
Citation Numeric	Citation.Number	
Cite Year	Citation.DateOfCitation	Spillman stores the Citation Date in a timestamp. This would have to be seperated out when pushing the data
Cite Month	Citation.DateOfCitation	Spillman stores the Citation Date in a timestamp. This would have to be seperated out when pushing the data
Cite Day	Citation.DateOfCitation	Spillman stores the Citation Date in a timestamp. This would have to be seperated out when pushing the data
Cite Time	Citation.DateOfCitation	Spillman stores the Citation Date in a timestamp. This would have to be seperated out when pushing the data
Last Name	Name.Last	
First Name	Name.First	
Middle Name	Name.Middle	
Sir Name	Name.Suffix	
Assembled Name	Not Stored In Spillman	Spillman does not store the Full Assembled name, but we can assemble the pieces and use that value for this
Name Address	Name.Street	
City	Name.City	
State	Name.State	
Name Phone	Name.Phone	
Dob Year	Name.BirthDate	Spillman stores the Birth Date in a Date field. This would have to be seperated out when pushing the data

Dob Month	Name.BirthDate	Spillman stores the Birth Date in a Date field. This would have to be seperated out when pushing the data
Dob Day	Name.BirthDate	Spillman stores the Birth Date in a Date field. This would have to be seperated out when pushing the data
Age	Not Stored In Spillman	
Driver Lic No	Name.DriverLicenseNumber	
Driver Lic State	Name.Drive LicesenseState	
Vehicle License	Vehicle.LicensePlateNumber	
Vehicle Lic-State	Vehicle.LicensePlateState	
Vehicle Year	Vehicle.Year	
Vehicle Make	Vehicle.Make	
Vehicle Model	Vehicle.Model	
Vehicle Style	Vehicle.Style	
Vehicle Color	Vehicle.Color	
Contact Strt Name	Not Stored In Spillman	
Contact Strt Type	Not Stored In Spillman	
Contact Strt Dir	Not Stored In Spillman	
Contact Strt No	Not Stored In Spillman	
Contact Strt Key	Not Stored In Spillman	
Contact Strt Apt	Not Stored In Spillman	
Contact Location Addr	Not Stored In Spillman	
Contact Location Desc	Not Stored In Spillman	
Id Officer	Citation.IssueOfficer	
Id User	Citation.IssueOfficer	
Entry Date	Citation.WhenAdded	Spillman stores the Entry data/time as a timestamp. This would have to be seperated out when pushing the data
Entry Time	Citation.WhenAdded	Spillman stores the Entry data/time as a timestamp. This would have to be seperated out when pushing the data
Proof Of Insurance	Not Stored In Spillman	
Violation Number	CitationOffense.OffenseCode	Spillman stores just the Statute/Offense combined with a code if it has one. This would need to be determined how it would be split out
Violation Code	CitationOffense.OffenseCode	Spillman stores just the Statute/Offense combined with a code if it has one. This would need to be determined how it would be split out
Violation Points	Not Stored In Spillman	

Violation Level	Not Stored In Spillman	
Total Violations	Not Stored In Spillman	
Total Points	Not Stored In Spillman	
Highest Level	CitationOffense.OffenseSequence	Spillman stores each statute/offense for the citation. It would have to be determined how to determine the highest level
Pd Case Year	Not Stored In Spillman	
Pd Case Number	Citation.RelatedIncident	
Reg Expires Year	Vehicle.ExpirationDate	Spillman stores the registration expiration date as a date. This would have to be seperated out when pushing the data
Reg Expires Month	Vehicle.ExpirationDate	Spillman stores the registration expiration date as a date. This would have to be seperated out when pushing the data
Commercial Vehicle	Vehicle.Type	
Accident	Not Stored In Spillman	
Speed Actual	Citation.SpeedActual	
Speed Posted	Citation.SpeedPosted	
MDI Doc	Not Stored In Spillman	
MDI Group	Not Stored In Spillman	
Sex Code	Name.Sex	
Hair Code	Name.Hair	
Eye Code	Name.Eyes	
Height	Name.Height	
Weight	Name.Weight	
Race Code	Name.Race	
DL Expire Year	Not Stored In Spillman	
Def Zip Code	Not Stored In Spillman	
Commercial Driver	Not Stored In Spillman	
Cite Century	Not Stored In Spillman	
Dob Century	Not Stored In Spillman	
Vehicle Century	Not Stored In Spillman	
<b>Citation Violation File</b>		
Citation Agency	Citation.Agency	JALAN will only accept 2 characters, this Spillman data will have to be truncated or have a translation

Citation Number Alpha	Citation.Number	Spillman does not store a separate Alpha character but can be included in the main number
Violation Number	Citation.Number	
Violation Code	ctoffs.offcode	
Violation Points	Not Stored In Spillman	
Violation Level	Not Stored In Spillman	

**Exhibit B**

File Name	Contents	# Keys	Key # 1	Key # 2	Key # 3
TKCIPJC	Master Ticket Information (cite number, date issued, name, etc.)	3	Agency Code	Citation prefix	Citation number
TKCIPJV	Violation information (charges)	3	Agency Code	Citation prefix	Citation number

Field types are as follows:

- A = Alphanumeric
- P = Packed decimal
- S = Signed numeric

By signing below you are agreeing that the items listed above define the scope of work. Any changes or additions to this accepted scope of work will require an additional evaluation which may result in additional costs.

**Spillman Technologies, Inc.**

**City of Redding**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The purpose of Shasta County Superior Court signing this SOW is to acknowledge that Spillman will be writing this interface and all the information contained in this document is correct and in theory will work. Shasta County Superior Court will not be responsible for any development.

**Shasta County Superior Court**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# Cogent Interface Statement of Work

## PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

## 1.0 Project Background

Shasta County currently uses Cogent as a regional fingerprint system and centralized repository for all mug shots. To avoid having to enter the offender information into the Spillman RMS and the Cogent system, this interface will send offender biographical and arrest information to the Cogent system and also retrieve offender mug shots and associate them with the offender's name record in the Spillman system.

## 2.0 Scope

- 2.1 **Workflow** – The Spillman users will put the biographical and arrest information into the Spillman RMS upon or before booking the offender. After the data is entered into Spillman, the officer will then click the Fingerprint button on the Spillman Arrest screen, which will trigger the offender's biographical and arrest information to be sent to the Cogent system
- 2.2 **Data Export** – The biographical and arrest information will be exported in an XML file and dropped on a file share or an FTP server (whichever is easier for Shasta County to set up). See Exhibit A for data mapping.
- 2.3 **Image Import** – After Cogent has processed the XML file (section 2.2), Cogent will drop a NIST file on a file share or FTP server. The NIST file will contain the booking number, AFIS number, and images that can then be imported into the Spillman system. See Exhibit B for data mapping.

## 3.0 Network

- 3.1.1 **Connection Issues** – All networking issues are the responsibility of the customer.
- 3.1.2 **Encryption** – This interface will not be encrypted. It is expected that all network traffic will go over a secure network.

**4.0 Interface Configuration** – All configurations will be configurable on a properties web page.

- 4.1.1 **Failure Logging** – All failures that can be logged will be logged and displayed on the web page.
- 4.1.2 **Database Adapter** – This will determine which Spillman database the interface is pulling data from.
- 4.1.3 **File Drop Location** – The location that the interface exports files to and imports files from will be configurable.
- 4.1.4 **Code Tables** – All value mapping will be configurable in the Spillman Syxfrount and Syxfrount tables. For example, if LiveScan has a value for eye color of BRN and Spillman’s code is BRO, then the Spillman translation tables (Syxftrin and Syxfrount) will be configured to translate the value.
- 4.1.5 **Additional Configuration Items** – During development and testing it may be determined that additional configurations are needed.

**5.0 Installation** – Spillman will install the Spillman side of the interface. However, Spillman is not responsible for the setup of the necessary components on the Cogent system.

## **6.0 Testing**

- 6.1 **Testing** – Testing will involve Spillman and the customer. Both are required participants and this project cannot be completed without their involvement. Testing will occur on the customer’s Spillman server.
- 6.2 **Pilot/Beta Testing** – Testing can be done in the live or practice environment, whichever the customers prefers. Spillman will monitor the interface and ensure stability and reliability. After a period of no less than 14 days and no more than 60 days, Spillman will release the interface to general support.

## **7.0 Success Criteria**

- 7.1 **Successful Data Export** – All fields in Exhibit A successfully transfer from Spillman to an XML file in the specified location.
- 7.2 **Successful Image Import** - All fields in Exhibit B successfully import into Spillman from the NIST file created by Cogent in the specified location.

## **8.0 Limitations**

- 8.1 **Cogent** – This interface is contingent upon the functionality of Cogent.
- 8.2 **Cogent Setup** – Additional setup will most likely be required on the Cogent side. The customer will be responsible for that setup.
- 8.3 **Data Import and Export** – Only the data currently stored in the Spillman database can be exported by this interface. No additional schema will be added to Spillman to import data from Cogent.
- 8.4 **Expenses Incurred** – Spillman is not responsible for any expenses incurred from Cogent.



## Exhibit A

Cogent	Spillman
ArrestRecord/PersonData/LAST	Name.Last
ArrestRecord/PersonData/FIRST	Name.First
ArrestRecord/PersonData/MIDDLE	Name.Middle
ArrestRecord/PersonData/SUFFIX	Name.Suffix
ArrestRecord/PersonData/Alias/LAST	Name.Last
ArrestRecord/PersonData/Alias/FIRST	Name.First
ArrestRecord/PersonData/Alias/MIDDLE	Name.Middle
ArrestRecord/PersonData/Alias/SUFFIX	Name.Suffix
ArrestRecord/PersonData/MONIKER	NameDetail.Moniker
ArrestRecord/PersonData/DOB	Name.BirthDate
ArrestRecord/PersonData/SEX	Name.Sex
ArrestRecord/PersonData/RACE	Name.Race
ArrestRecord/PersonData/HGT	Name.Height
ArrestRecord/PersonData/WGT	Name.Weight
ArrestRecord/PersonData/EYE	Name.EyeColor
ArrestRecord/PersonData/HAIR	Name.HairColor
ArrestRecord/PersonData/POB	NameExtra.BirthCountry
ArrestRecord/PersonData/POB_CITY	NameExtra.BirthCity
ArrestRecord/PersonData/CITIZENSHIP	NameExtra.Citizenship
ArrestRecord/PersonData/CITIZEN_DOCUMENTED	Not in Spillman
ArrestRecord/PersonData/SMT/SMT_CODE	NameSMT.NCICCode
ArrestRecord/PersonData/SMT/SMT_DESC	NameSMT.Description
ArrestRecord/PersonData/OCCUPATION	NameExtra.Job Description
ArrestRecord/PersonData/MDS	Not in Spillman
ArrestRecord/SubjectData/SID	Name.StateID
ArrestRecord/SubjectData/FBI	Name.FBINumber
ArrestRecord/SubjectData/SSN	Name.SocialSecurityNumber
ArrestRecord/SubjectData/CDL	Not in Spillman
ArrestRecord/SubjectData/MNU	Not in Spillman
ArrestRecord/ArrestingData/BORI	Booking.Agency/Agency.ORI
ArrestRecord/ArrestingData/BLIT	Not in Spillman
ArrestRecord/ArrestingData/BKFC	Not in Spillman
ArrestRecord/ArrestingData/BKFL	Booking.Agency/Agency.ORI
ArrestRecord/ArrestingData/BKN	Booking.Number
ArrestRecord/ArrestingData/MNN	Arrest.Number
ArrestRecord/ArrestingData/DOA	Arrest.ArrestDate
ArrestRecord/ChargeData/CJIS	Not in Spillman

ArrestRecord/ChargeData/BKTC	Not in Spillman
ArrestRecord/ChargeData/BKTL	Not in Spillman
ArrestRecord/ChargeData/NOC	JailOffense.Counts
ArrestRecord/ChargeData/STAT	JailOffense.Statute
ArrestRecord/ChargeData/CID	Not in Spillman
ArrestRecord/ChargeData/TOC	Not in Spillman
ArrestRecord/ChargeData/IDF	Not in Spillman
ArrestRecord/ChargeData/DEG	JailOffense.CrimeClass
ArrestRecord/ChargeData/LIT	JailOffense.OffenseCode
ArrestRecord/ChargeData/NUM/FFF	Not in Spillman
ArrestRecord/ChargeData/DOO	JailOffense.Date
ArrestRecord/Address/ADRH	Name.Street
ArrestRecord/Address/ADRD	Name.Street
ArrestRecord/Address/ADRN	Name.Street
ArrestRecord/Address/ADRA	Not in Spillman
ArrestRecord/Address/ADRC	Name.City
ArrestRecord/Address/ADRS	Name.State
ArrestRecord/Address/ADRZ	Name.Zip
ArrestRecord/Address/ADRX	Not in Spillman
ArrestRecord/Employment/EMP	NameExtra.Employer
ArrestRecord/Employment/EMPA	NameExtra.EmployerAddress
ArrestRecord/Employment/EMPD	Not in Spillman
ArrestRecord/Employment/EMPN	Not in Spillman
ArrestRecord/Employment/EMPO	Not in Spillman
ArrestRecord/Employment/EMPC	Not in Spillman
ArrestRecord/Employment/EMPS	Not in Spillman
ArrestRecord/Employment/EMPZ	Not in Spillman
ArrestRecord/Employment/EMPX	Not in Spillman
ArrestRecord/Employment/EMPP	NameExtra.EmployerPhone
ArrestRecord/Employment/EMPM	Not in Spillman
ArrestRecord/Operators/User	Booking.UserAdd

## Exhibit B

This table shows the data elements that will be imported from Cogent into Spillman.

Cogent Field	Tag	Spillman	Notes
Image Type	IMT	Image.Type	Will require mapping on the Spillman side. Image will be imported and tied to the name record. When IMT value is "FACE" and POS value is "F" the image will be set as the main thumbnail image for the name record.
Image Photo Date	PHD	Image.Capwhen	
NCIC Designation Code	SMT	Image.Name	
AFIS Number	To Be Determined	To Be Determined	Need to know what tag in the file contains this number
Booking Number	To Be Determined	JailBook.BookingNumber	Need to know what tag in the file contains this number

### Spillman Technologies, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

### City of Redding

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

The purpose of Cogent signing this SOW is to acknowledge that Spillman will be writing this interface and all the information contained in this document is correct and in theory will work. Cogent will not be responsible for any development.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# GTL Visitation Export Interface Statement of Work

## PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

## Project Background

Shasta County Sherriff's Office currently uses GTL for their video visitation solution. The Sherriff's Office would like a way for Spillman to send GTL a list of inmates currently booked into their jail. That way deputies would not have to enter the inmates name into both the Spillman JMS and the GTL Visitation software.

## 1.0 Scope

**1.1 General** – This interface will be a web application that is served by Apache Tomcat® on the Spillman server. It will be packaged as a Web Application Archive (WAR) file.

**1.2 Trigger** – At a configurable interval, for example every 10 minutes, the interface will query the Spillman database for all inmates that have the "InmateInJail" set to "Y". One caveat to this is the location record in Spillman will need to have the "In Custody" flag checked. This will make it so that once an inmate's location is updated to an "In Custody" location, the interface will know to include that inmate in the drop file.

**1.3 File Drop** – The interface will create and export the drop file to an FTP site or shared folder. The drop file will contain the fields in Exhibit A and be formatted in accordance to the GTL (Renovo) XML Parser's specifications. GTL will then fetch the drop file

**2.0 Export Data** – Spillman inmate data will be exported from fields in Exhibit A and be formatted in accordance to the GTL (Renovo) XML Parser's specifications. Each time the data is exported, the interface will provide the full list of inmates. Once an inmate is not on that list, GTL will then deactivate the inmate account in the GTL Visitation System.

**3.0 Error reporting** – The interface will capture errors in a log file that will be viewable from a webpage in the interface webapp.

## 4.0 Network

**4.1 Connection Issues – All networking issues are the responsibility of the customer.**

**5.0 Interface Configuration – All configurations (except value translation) will be configurable on a properties web page.**

**5.1 Value Translation – It is the customer’s responsibility to map all code table values from Spillman to their corresponding value in the GTL Video Visitation system. The Spillman Syxfrount table is used for all mapping translations.**

**5.2 Drop File Location – The drop file location and FTP site credentials will be configurable.**

**5.3 Events Types – The types of events to be sent to GTL will be configurable.**

**5.4 Failure Logging – All failures that can be logged will be logged and displayed on the web page.**

**5.5 Database Adapter – This will determine which Spillman database the interface is pulling data from.**

**5.6 Additional Configuration Items – During development and testing it may be determined that additional configurations are needed.**

**6.0 Installation – Spillman will install the interface.**

**7.0 Testing**

**7.1 Testing – Testing will involve Spillman, the customer, and the GTL. All are required participants and this project cannot be completed without their involvement. Testing will occur on the customer’s Spillman server and the customer will verify that the interface meets all success criteria outlined in Section 8.**

**7.2 Pilot/Beta Testing – Testing can be done in the live or practice environment; whichever the customer prefers. Spillman will monitor the interface and ensure stability and reliability.**

**7.3 Release – After a period of no less than 14 days and no more than 30 days, and once the Success Criteria has been met, Spillman will release the interface to general support.**

**8.0 Success Criteria**

**8.1 Creation of XML File – All fields in Exhibit A will be exported to a properly formatted XML file.**

**8.2 XML File Drop – The XML file is exported by FTP or file share to the configured location.**

**9.0 Limitations**

**9.1 FTP Server** – Spillman is not responsible for the FTP server nor the network used to access that server.

**9.2 GTL Functionality** – This interface is contingent upon the functionality of the GTL Visitation System.

**9.3 Inmate Data** – This interface can only send data that is currently being stored in the Spillman database. No additional fields will be added.

**9.4 Event End Date** – The event end date will always be the same as the event start date due to how it is stored in the Spillman database.

## Exhibit A

Below is the Spillman to GTL data mapping:

GTL Field Name	GTL XML Tag	Spillman Field	Discription
<b>Inmate Data</b>			
Inmate's displayed id number	<ID>	nmmain.number	Name Number
Inmate's secondary displayed id number.	<SecondaryID>	jlbook.num	Booking Number
Inmate's first name.	<FirstName>	nmmain.first	First Name
Inmate's middle name.	<MiddleName>	nmmain.middle	Middle Name
Inmate's last name.	<LastName>	nmmain.last	Last Name
Inmate's date of birth.	<DOB>	nmmain.birthd	Date of Birth
Inmate's race.	<Race>	nmmain.race	Race
Inmate's gender.	<Gender>	nmmain.gender	Gender
Housing unit in which the inmate is located.	<HousingDesignation>	jllocatn.level1, jllocatn.level2, jllocatn.level3, jllocatn.level4	Assigned Housing. Levels will be combined before sending to GTL
<b>KSF (Keep Separate From) &lt;KSF&gt;</b>			

ID	<ID>	The inmate name numbers will be compiled from numerous locations within Spillman	Inmates' name numbers to keep separate
<b>Events &lt;Events&gt;</b>			
EventStart	<EventStart>	syevent.stdate, syevent.sttime	Start date and start time will be combined before sending to GTL
EventEnd	<EventEnd>	syevent.stdate, syevent.endtime	Start date and end time will be combined before sending to GTL. Note, that the end time cannot be on a different day
ID	<Description>	jlevent.type	Jail event type

By signing below, you are agreeing that the items listed above define the scope of work. Any changes or additions to this accepted scope of work will require an additional evaluation that may result in additional costs.

**Spillman Technologies, Inc.**

**City of Redding**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The purpose of GTL signing this SOW is to acknowledge that Spillman will be writing this interface and all the information contained in this document is correct and in theory will work. GTL will not be responsible for any development.

**GTL**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



## **Exhibit C: Performance and Reliability Standards**

# Table of Contents

<b>1.</b>	<b>Overview.....</b>	<b>3</b>
<b>2.</b>	<b>Performance Standards .....</b>	<b>3</b>
2.1	Performance Standards Assumptions and Exceptions .....	3
2.2	Measurement of Transaction Response Times.....	4
2.3	Spillman CAD Performance Standards.....	4
2.4	Spillman Mobile Performance Standards.....	5
2.5	Spillman RMS Performance Standards.....	6
2.6	Spillman Field Reporting Performance Standards .....	7
2.7	Spillman JMS Performance Standards.....	8
<b>3.</b>	<b>System Reliability .....</b>	<b>8</b>

---

## 1. Overview

This Document outlines the performance and reliability standards for the System.

In the event of a conflict between the terms and conditions of this document and the License Agreement, the terms and conditions of the License Agreement shall apply.

---

## 2. Performance Standards

Subject to the terms and conditions in the Agreement, Spillman will ensure that during the Project the System meets the performance standards stated herein in all material respects.

---

### 2.1 Performance Standards Assumptions and Exceptions

All performance standards are based on the following assumptions:

- The Spillman Software is configured and maintained according to Spillman recommendations for networks, servers, workstations, storage systems, system and application configuration, as well as for database maintenance
- The workstations used to access the Software meet the recommended Spillman workstation specifications
- The servers housing the Spillman Software meet the recommended Spillman server specifications
- The storage system storing the database and application files meets the recommended storage system specifications
- A maximum average round-trip latency (as measured by "ping") of 10ms between client workstations and the Spillman server
- Performance standards are not guaranteed in the following conditions:
  - The physical integrity of the network (bad cables, etc.), other applications competing for bandwidth, or issues with switches and routers which can cause network noise, throughput drop-offs, or network activity spikes
  - Third party applications operating on the workstation clients negatively influence the response times of the Spillman Software
  - Anti-virus scanning software configuration, client registry errors, firewalls, and spyware negatively affect performance
  - Network and system diagnostic testing affects performance

- Functions requiring responses from external data sources, such as queries to external systems, which may take longer based on the responsiveness of the external system and the network

---

## 2.2 Measurement of Transaction Response Times

Transaction response times are measured from operator action until visual response or operation completion.

---

## 2.3 Spillman CAD Performance Standards

The CAD performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- CAD client workstation to the Spillman Server must maintain a constant connection speed of 100Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to the Customer meeting the CAD performance assumptions, Spillman commits to the following response times during the Project:

- An average of less than 1 second for the following Dispatcher commands:
  - Unit Status Update
  - Dispatch Unit
  - Call Comment
  - Update Call Status
  - Close Call
- An average of less than 3 seconds for the following Dispatcher commands:
  - Geoverify Address (from Add Call screen)
  - Initiate New Call (open Add Call screen, no address)
  - Call History (Incident History)
  - Unit History
- From the Add Call Screen or the Call Information screen, an average of less than 5 seconds for the following amplifying information
  - Previous calls at address
  - Duplicate calls at address
  - Names at address

- Names with alerts at address
- Warrants at address
- Premise records at address
- Address alerts

Many factors can influence response time, including network latency, complexity of the map display, and interaction with external systems and data volumes retained on the production database servers.

The majority of the CAD application commands will meet the criteria stated above. However, commands requiring responses from external data sources, such as queries to external systems, may take longer based on the responsiveness of the external system and the network.

With regard to external database queries, the System will meet the performance requirement in most cases. However, due to factors such as network latency and external system responsiveness, it is not possible to commit to the response time for all ad hoc external database query requests. Notwithstanding this provision, Spillman will resolve, in accordance with the requirements of the Agreement, problems or Defects caused by Products and/or Services provided by Spillman that interfere with or impede the System's ability to achieve the performance standards as stated herein.

Please note that Spillman cannot guarantee response times when the transaction depends on the performance of the network, load on external systems or any external systems (e.g., queries to state databases) outside the responsibilities of Spillman as defined by the Agreement.

---

#### 2.4 Spillman Mobile Performance Standards

The Mobile performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- Either a commercial or managed IP-based wireless network with average data rates of 256 Kbs between the Spillman Mobile client and the Spillman server
- Acceptable performance for mobile transactions shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention)

Subject to the Customer meeting the Mobile performance assumptions, Spillman commits to the following response times during the Project:

- The frequency of dispatch updates is configurable. The default configuration is set to

15 seconds, thus the maximum time between dispatch updates is less than 30 seconds.

- Query response times are directly related to network latency and bandwidth. When Mobile network performance assumptions are met indexed query responses, unit history and call history lookups, and message transactions are less than 7 seconds

Note that the Mobile response time does not apply to the following:

- Records with images or attachments, such as mug shots. For example, a 1 MB mug shot will take approximately 32 seconds to download over a 256 kbit/s connection or approximately 16 seconds to download over a 512 kbit/s connection.  
(<http://www.download-time.com/>)
- Queries to external systems
- Functions that are size and complexity dependent (i.e., report generation)

---

## 2.5 Spillman RMS Performance Standards

The Spillman RMS performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- RMS client workstation to the Spillman Server must maintain a constant connection speed of 100 Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to the above-noted assumptions and exceptions, Spillman commits to the following performance standards during the Project:

- Basic Query (Indexed Search) and Select Response Times
  - With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the RMS system will complete the majority of activities with a transaction Response Time of 3 seconds or less.
  - Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with an average response time of 1 second or less.
- Extended Records Query (Non-indexed Search)
  - The Spillman RMS allows searching on un-indexed fields. The response time for un-indexed searches varies greatly and depends on the amount of data stored in the database, the search criteria, and the position of the matching

records in the table. An exact response time cannot be guaranteed, but the Spillman RMS will search approximately 1,000 records in less than 7 seconds.

- Name Query With List Response
  - When configured to show a list response the Spillman RMS will complete a names search in less than 7 seconds

---

## 2.6 Spillman Field Reporting Performance Standards

The Field Reporting performance standards are based on the **Performance Standards Assumptions and Exceptions** and the following additional assumptions:

- Either a commercial or managed IP-based wireless network with average data rates of 256 kbit/s between the Spillman Field Reporting client and the Spillman server
- Acceptable performance for AFR transactions shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention)
- These performance standards do not apply to third party Field Reporting applications that interface with the Spillman system
- The form load time will be very dependent upon the mobile/Field Reporting client workstation hardware memory and CPU specifications required by the application.

Subject to the above noted assumptions and exceptions, Spillman commits to the following performance standards during the Project:

- Field Reporting queries to the Spillman Server over the LAN will be completed within 7 seconds. Field Reporting queries to the Spillman Server over-the-air (wireless network) are not subjected to the 7-second response time due to wireless network traffic and server response.
- Selecting drop-down menu pick-list items will be provided within 1 second. A few large pick-list items will be provided within 7 seconds.
- Generation and display of report forms from the “New” report screen will be provided within 30 seconds.
  - Generation and display of report forms from the “New” report screen will be provided within 12 seconds, with the exception of the first time the form is displayed after logging into Spillman Mobile, for Mobile clients that meet or exceed Spillman’s Mobile Client hardware recommendations.
- Field Reporting Workflow, Retrieval and Submissions
  - Loading of existing saved draft reports, reports from a user’s inbox and

submission of reports may take longer than 30 seconds. The time for submitting and saving reports to the Spillman Server may also exceed 30 seconds. This transaction time will be contingent upon the number of included data elements in a draft or completed report, any media attachments associated with the form, and the number of reports a user allows to be queued in their inbox.

---

## 2.7 Spillman JMS Performance Standards

The Spillman JMS performance standards are based on the general assumptions and exceptions and the following additional assumptions:

- JMS client workstation to the Spillman Server must maintain a constant connection speed of 100Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to above noted assumptions and exceptions, Spillman commits to the following performance standards:

- Basic Query (Indexed Search Only) and Select Response Times
  - With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the JMS system will retrieve and display the first matching record in 3 seconds or less.
  - Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with a response time of 3 seconds or less.
- Inmate Quick Search
  - The Inmate Quick Search displays a list of inmates that match the entered search criteria. For indexed searches, the Inmate Quick Search is completed with a response time of less than 7 seconds.

---

## 3. System Reliability

Spillman commits that the System will operate in material conformity with the performance standards described herein and the requirements as defined in the Agreement through Final System Acceptance. Should the System fail to meet these requirements, upon notice from Customer, Spillman will take appropriate steps to bring the System back



into compliance by correcting the problem.

## **Exhibit D Training Plan**

As outlined in this exhibit, Spillman provides customized training that reflects the specific needs of the agency. By first gaining a thorough understanding of the Customer's processes and system outputs, we can then design courses that meet these expressed objectives. In other words, we take specific steps to learn about the Customer's current and desired workflow—and then prepare a customized training plan to enhance operations.

To ensure a streamlined implementation and facilitate change management, training is provided for all end users. Our methodology is based on the principle that working directly with the software is the best way to learn its functionality. And we understand that user proficiency and confidence directly influences the overall project success. Therefore, Spillman will coordinate with the Customer to schedule the appropriate training schedule to instruct every end user of the system.

Beyond training all end users, Spillman's training team also understands that individuals learn in many different ways. As a result, we work carefully to accommodate a variety of learning styles. To optimize user understanding, we present our training materials in a variety of ways—including the use of text, illustrated manuals, videos, classroom-style discussions, hands-on exercises, real-world scenarios, etc.

Below is a high-level summary of the project training plan presented in the following pages:

- **Training Overview**
  - Process Analysis
  - Administrator Training
  - Geobase Training
  - Initial End User Training
  - End User Training
  - Mock Go-live Training
  - CAD/RMS/Mobile Go-Live
  - JMS Go-Live
  - Refresher Training (Post Go-live)
- **End User Training Course Descriptions**
  - **General System**
    - Inquiry Introduction
    - Data Entry
    - Advanced Searching
    - Spillman Imaging
  - **Records Management**
    - Law Incident Management
    - Law Case Management
    - Law Criminal History Records
    - Law Wanted Persons
    - Law Intelligence Records

- Law UCR
- Demographic Summary
- Traffic Information
- **Computer-Aided Dispatch**
  - Computer-Aided Dispatch
  - Dispatching with Response Plans
  - Response Plan Management
  - Spillman Mapping
  - Spillman Mapping Administration
  - Geo-validation
  - Premises Information
- **Jail Management**
  - Jail Inquiry Introduction
  - Jail Data Entry
  - Jail Management Introduction and Inmate Property Taken
  - Medical Assessments, History/Meds and Risk Assessment
  - Arrest and Offense Information
  - Property Issue, Intake and Release, Supplemental Bookings
  - Express, Criminal, Quick Bookings and Inmate Log
  - Events, Movement, Summary Information and Reports
  - Cash Accounts, Visitation
  - Sentence and Commitments
  - Billing Information
  - Commissary Management
- **Personnel Management**
  - Personnel Employee Records
  - Personnel Leave and Attendance Records
  - Position Management & Time Service
- **Evidence Management**
  - Evidence Management Introduction
  - Evidence Bar-Coding
- **Mobile Data Computing**
  - Mobile Administration
  - Mobile RMS (Forms)/State Queries
  - Mobile Voiceless Dispatch/AVL
  - Mobile Premises Information/Hazardous Materials
- **Additional Courses**
  - Fleet Maintenance
  - Equipment Maintenance
  - Licenses and Permits
  - Pawned Property

- Impounded Vehicles
- Inventory Management
- Alarm Tracking
- Sex Offender

## Training Overview

Process Analysis / Software Overview	
<b>Training Type</b>	Onsite
<b>Description</b>	<ul style="list-style-type: none"> <li>• Spillman carefully reviews the Customer's current workflows and processes.</li> <li>• Spillman personnel meet with key stakeholders and decision makers within various functional groups (e.g., Dispatch, Patrol, Records, Jail, Command Staff, etc.) to identify the goals and objectives for the new system.</li> <li>• Spillman evaluates the current system's output/reports to understand how they support day-to-day business practices.</li> <li>• Spillman's trainers then utilize this information to design a customized training plan tailored to the Customer's specific needs.</li> </ul>

Administrator Training	
<b>Training Type</b>	Onsite
<b>Description</b>	<ul style="list-style-type: none"> <li>• Training is conducted for System Administrators, CAD Administrators, RMS Administrators, and Jail Administrators.</li> <li>• Courses provide for hands-on learning with related assignments. Spillman trainers remain onsite to address any questions that arise and to provide follow-up instruction, as needed.</li> <li>• Activities include, but are not limited to, the following:             <ul style="list-style-type: none"> <li>- System setup</li> <li>- Code tables</li> <li>- Privileges</li> <li>- Partitioning</li> <li>- System audit log</li> <li>- System parameters</li> <li>- Record numbers</li> </ul> </li> </ul>

<b>Geobase Training</b>	
<b>Training Type</b>	Web-based and/or onsite
<b>Description</b>	<ul style="list-style-type: none"> <li>• Geobase training is conducted online. If it is determined that onsite assistance is needed, Spillman will provide onsite Geobase training at no extra charge.</li> <li>• Spillman trainers will work with the Customer's GIS specialist to incorporate Esri functionality into the Spillman system. This includes, but is not limited to, the following: <ul style="list-style-type: none"> <li>- Map building</li> <li>- Map layers</li> <li>- Mapping toolbar</li> <li>- Street attributes</li> <li>- Common place attributes</li> <li>- Communication between Esri database and Spillman</li> </ul> </li> </ul>

<b>Initial End User Training</b>	
<b>Training Type</b>	Learning Management Software (LMS)
<b>Description</b>	<ul style="list-style-type: none"> <li>• This instruction, which is a prerequisite to end user training, occurs while system administrators set up the system and Spillman trainers customize agency-specific courses for the agency.</li> <li>• End users access Spillman's online Learning Management Software (LMS) to complete training on system functionality and module-specific operations.</li> <li>• Spillman's LMS tracks the progress of each end user to monitor each individual's learning.</li> <li>• Online learning modules provide flexibility for end users to train on their own schedule at an individualized pace.</li> <li>• Courses present information in a variety of ways, including text, video content, and hands-on exercises.</li> <li>• Online LMS familiarizes end users with the Spillman system prior to onsite training – to maximize information retention and proficiency.</li> <li>• Spillman software will be installed and running</li> <li>• Ideally, end users complete LMS training in an established training room(s) with an installation of the Spillman software. However, online courses may also be conducted at individual workstations.</li> </ul>

<b>End User Training</b>	
<b>Training Type</b>	Onsite
<b>Description</b>	<ul style="list-style-type: none"> <li>• Spillman’s trainer will be onsite to conduct classroom-style instruction, with a recommended maximum of 16 students per class.</li> <li>• Customized training manuals, which reflect the agency-specific objectives identified during the Process Analysis, are distributed.</li> <li>• Coursework includes practical exercises and procedures relevant to the end users’ operations within the system</li> <li>• Customer-supplied computers/laptops are required to ensure successful training of participating end users.</li> </ul>

<b>Mock Go-Live</b>	
<b>Training Type</b>	Onsite
<b>Description</b>	<ul style="list-style-type: none"> <li>• Spillman’s trainer will be onsite to lead practice scenarios in the software for all functional groups (Dispatch, Patrol, Records, and Jail).</li> <li>• Every system user will go through mock Go-Live scenarios to ensure proficiency and confidence in real-world scenarios.</li> <li>• The process also allows for the correction of system set up errors that may have occurred such as incorrect privileges, code table errors, etc.</li> </ul>

<b>CAD/RMS/Mobile Go-Live</b>	
<b>Training Type</b>	Onsite
<b>Description</b>	<ul style="list-style-type: none"> <li>• Go-Live Week 1: Multiple Spillman trainers will be onsite for 3-4 days addressing each functional group.</li> <li>• Go-Live Week 2: Multiple Spillman trainers onsite (although less than week 1) for 3 days covering areas of special need.</li> </ul>

<b>JMS Go-Live</b>	
<b>Training Type</b>	Onsite
<b>Description</b>	<ul style="list-style-type: none"> <li>• Go Live Week 1: Spillman Trainer will be onsite for 3-4 days addressing each functional group</li> <li>• Go Live Week 2: Spillman Trainer will be onsite for 3 days addressing areas of special need.</li> </ul>

## Refresher Training (Post Go-live)

<b>Training Type</b>	Onsite
<b>Description</b>	<ul style="list-style-type: none"><li>• A Spillman Trainer will return 3-6 months following Go-live to provide further instruction on specific topics and functionality identified by the Customer.</li><li>• This additional training will help to ensure end users are fully proficient in their use of the software.</li></ul>



## End User Training Course Descriptions

### General System

#### Inquiry Introduction (required for all participants)

##### Attendees

All personnel that will use any section of the Spillman Software regardless of which modules they will use or to what extent. **This course is a prerequisite** to any other Spillman Software training.

- Records Personnel
- Communications Personnel
- Corrections Personnel
- Investigation Personnel
- Patrol Personnel
- Spillman Administrators
- Data Entry Personnel
- Administrations

##### Course Summary

- Software: Accessing, Moving Around, Fundamentals and Features
- Searching for a Name Record and the List, View Options
- Searching in Other Fields
- Searching the Scar, Mark, and Tattoo Fields
- Searching the MO and Addresses with Geobase
- Name Information, Associate Name Information and Involvements
- Working with Multiple Spillman Windows; the Vehicle, Property, and Wanted Persons Table
- Software Reports

##### Course Objectives

The objectives of this course are to teach the user(s) how to use the system's features and functions, how to access the system (log on and off), move around the system, search for and find information in the database, and find and run system reports. This course teaches the basic system functionality that is required, and is consistent with each module. In other words, learn this class and the specific module training will be much easier. This class will also cover and explain the strengths and benefits of using the Spillman system daily, and how it will make each student's job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this course.

## **Data Entry (required for all participants)**

### **Prerequisite Course(s)**

Inquiry Introduction

### **Attendees**

All personnel that will use any section of the Spillman Software regardless of which modules they will use or to what extent. **This course is a prerequisite** to any other Spillman Software training.

- Records Personnel
- Communications Personnel
- Corrections Personnel
- Investigation Personnel
- Patrol Personnel
- System Administrators
- Data Entry Personnel
- Agency Administration

### **Course Summary**

- Adding Names to the Names Table
- Modifying Records, Adding Alert Codes, Previous Addresses & Phone Numbers
- Adding Address Information to Geobase
- Adding S.M.T.'s, and MO Information
- Adding Comments, Using the Spillman Editor
- Additional Name Information
- Adding Vehicles
- Adding Property
- Adding Custody Records to the Property Table
- Creating Alias Records
- Adding Involvements to Records

### **Course Objectives**

The objectives of the Data Entry course are to teach the students how to add data into the database, pointing out software features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits, and consistency of adding data into this database, and how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task to their job and their agency.

## **Advanced Searching**

### **Prerequisite Course(s)**

- Inquiry Introduction
- Data Entry

### **Attendees**

- Records Personnel Supervisors
- Communications Personnel Supervisors
- Corrections Personnel Supervisors
- Investigation Personnel Supervisors
- Patrol Personnel Supervisors
- Spillman Administrators

### **Course Summary**

- Using the JADD Search
- Using the JRES Search
- Using the JTBL Search
- Searching Addresses using Geobase
- System Reports
- Searching/Adding the On-Call Scheduling, On-Call Status and Resource Table
- Adding On Call Scheduling, and Resource Information
- Dissemination Table

### **Course Objectives**

The objective of the Advanced Searching course is to teach the students more system search features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths and benefits of advanced searching using multiple tables in one search. Each student will, at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task to their job and their agency.

## **Spillman Imaging**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Spillman Administrator(s)
- Patrol Officers
- Data Entry Clerks
- Anyone who will add images to the Spillman Software

### **Course Summary**

- What is Spillman Imaging?
- Capturing and Importing Images
- Editing Images
- Viewing and Printing Images
- Copying & Pasting an Image
- Exporting Images
- Replacing & Archiving Images
- View Archived Images
- Deleting Images
- Merging Duplicate Name Records that Have Attached Images

### **Course Objective**

The objective of the Spillman Imaging course is to teach the students how to capture/import images into the Spillman software then how to format those images.

## **Law Records Management**

### **Law Incident Management**

#### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- (This course is required UCR and Case Management courses)

#### **Attendees**

- Data Entry Personnel
- Records Clerks
- Spillman Administrator(s)
- Patrol Supervisors
- Investigation (Required for Case Management)
- Chiefs, Sheriffs, etc., for decision making purposes
- Patrol (Only if they will add and manage the incident reports)

Personnel that should attend this class are those responsible for the entry and management of the agency's Law Incident Reports. The agency's departmental structure will determine exactly who should attend. It is not necessary for patrol, dispatch, etc. to attend this class unless they enter and manage Incident reports and/or narratives. Most commonly today agencies have personnel assigned to this task for the purposes of consistency and reporting UCR and/or IBR. The following list contains possible attendees.

#### **Course Summary**

- The Incident Table
- Finding and Modifying Incident Reports
- Adding Narratives
- Adding Supplemental Narratives
- Printing Narratives
- Incident Involvements
- Narrative Security
- Reports
- Option Line Features and Access

#### **Course Objectives**

The objectives of the Incident Management course are to teach the students how to add, modify, and manage the data entered into the system, pointing out system features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits, and consistency of adding data into the Incident table and how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this course for the purpose of understanding how to apply each task to their job and their agency procedures.

## **Law Case Management**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Law Incident Management

### **Attendees**

- Spillman Administrators
- Patrol Supervisors
- Investigation
- Chiefs, Sheriffs, etc., for decision making purposes
- Patrol (Only if they will add and manage the Case Management Records)

Personnel that should attend this class are those persons responsible for the entry and management of the agency's Cases as they relate to the Law Incident Reports. The agency's departmental structure will determine exactly who should attend. It is not necessary for patrol, dispatch, etc. to attend this class unless they enter and manage Case Management Incident reports. It is recommend that the Chief Investigator and all other investigators attend this class. The following is a possible list of attendees by title.

### **Course Summary**

- Case Management Introduction
- The Case Management Record; Assignment and Status
- Incident Narrative and Case Notes
- Solvability Evaluation and Officer Activity
- Case Management Involvements
- Case Management Reports

### **Course Objectives**

The objective of the Case Management course is to teach the students how to add data into the Case Management module for the purpose of tracking and managing their cases. This class will also cover and explain the strengths, benefits, and consistency of using this module, and how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task to their job and their agency.

## **Law Criminal History Records**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Spillman Administrators
- Data Entry Personnel (Only if they will add and manage the Criminal History Bookings.)
- Records Personnel (Only if they will add and manage the Criminal History Bookings.)
- Patrol Supervisors (Only if they will add and manage the Criminal History Bookings.)
- Investigation (Only if they will add and manage the Criminal History Bookings.)
- Chiefs, Sheriffs, etc., for decision making purposes
- Patrol (Only if they will add and manage the Criminal History Bookings.)

Personnel that should attend this class are those persons responsible for the entry and management of the agency's Criminal History Bookings (Non-Custody/Site and Release) as they relate to the Law Incident Reports, UCR and IBR. The agency's departmental structure will determine exactly who should attend. It is not necessary for patrol, dispatch, etc. to attend this class unless they enter and manage Criminal History Bookings. This course is not designed for the Jail Staff Personnel because the same course is covered during the Jail Training. The following is a possible list of attendees by title.

### **Course Summary**

- Introduction Arrest and Offense
- Bonds, Fines and Payments
- Management of Criminal History Bookings
- Offense Summary Screen
- Criminal History Reports
- Transferring/Deleting Bookings

### **Course Objectives**

The objectives of the Criminal History course are to teach the students how to add and manage non-custody bookings, pointing out system features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits, and consistency of how adding data into the Criminal History module affects UCR and IBR reporting, and how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this course for the purpose of understanding how to apply each task to their job and agency

## **Law Wanted Persons**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Data Entry Personnel (Only if they will add and manage the Wanted Person Records)
- Records Clerks (Only if they will add and manage the Wanted Person Records)
- Dispatch (Only if they will add and manage the Wanted Person Records)
- Spillman Administrators
- Patrol Supervisors (Only if they will add and manage the Wanted Person Records)
- Investigation (Only if they will add and manage the Wanted Person Records)
- Patrol (Only if they will add and manage the Wanted Person Records)

Personnel that should attend this class are those persons responsible for the entry and management of the agency's Wanted Persons Records. The agency's departmental structure will determine exactly who should attend. It is not necessary for patrol, dispatch, etc. to attend this class unless they enter and manage Wanted Persons. Most commonly today agencies have personnel assigned to this task for the purposes of consistence and reporting UCR and/or IBR. The following list contains possible attendees.

### **Course Summary**

- Wanted Persons Screen
- Wanted Persons Reports

### **Course Objectives**

The objectives of the Wanted Persons course are to teach the students how to add, modify, and manage the data entered into the system, pointing out system features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits, and consistency of adding data into the Wanted Persons table, and how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this course.



## **Law Intelligence Records**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Spillman Administrators
- Task Force Members, i.e., Drugs, Gangs, etc.
- Patrol Supervisors (Only if they will add and manage the Intelligence Records.)
- Investigation (Only if they will add and manage the Intelligence Records.)
- Chiefs, Sheriffs, etc., for decision making purposes
- Patrol (Only if they will add and manage the Intelligence Records.)

Personnel that should attend this class are those persons responsible for the entry and management of the agency's Intelligence activity. The agency's departmental structure will determine exactly who should attend. It is not necessary or recommended for patrol, dispatch, etc. to attend this class unless they enter and manage Intelligence Records. It is recommended that the Chief Investigator and the investigators assigned to a task force unit, gangs, drugs, etc., attend this class. The following is a possible list of attendees by title.

### **Course Summary**

- Intelligence Table Overview
- Hangouts
- Associates, Vehicles
- Residence, Employment
- Suspicious Activities, Miscellaneous Comments
- Protect Records

### **Course Objectives**

The objective of the Intelligence Records course is to teach the students how to add data into the Intelligence Records module for the purpose of tracking and managing their suspects, drug dealers, gang members, and criminal activity.

This class will also cover and explain the strengths, benefits, and consistency of using this module and how it can make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this course for the purpose of understanding how to apply each task contained in this objective to their job and agency.

## **Law UCR**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Law Incident Management Course
- Arrest & Offense Course (i.e., Criminal History or Jail Course)

### **Attendees**

- Data Entry Personnel
- Records Clerks
- Spillman Administrators
- Patrol Supervisors
- Personnel that manage and report UCR for your agency

Personnel that should attend this class are those responsible for the entry and management of the agency's Law Incident Reports. The agency's departmental structure will determine exactly who should attend. It is not necessary for patrol, dispatch, etc. to attend this class, unless they enter and manage incident reports and/or narratives. Today, most commonly, agencies have personnel assigned to this task for the purposes of consistency and reporting UCR and/or IBR. The following list contains possible attendees:

### **Course Summary**

- Software Setup
- Tables and Fields Used by UCR
- Domestic Violence Reporting
- Homicide Reporting
- Officers Killed/Assaulted
- UCR Reports

### **Course Objectives**

The objective of the Incident Management course is to teach the students how to add, modify and manage the data entered into the database, pointing out system features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits and consistency of adding data into the Incident Table, and how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this course for the purpose of understanding how to apply each task to their job and their agency procedures.

If applicable, the instructor should teach this course in conjunction with the agency's policies, procedures, needs and requirements. This gives the agency a better understanding of how the Incident Table applies to their daily jobs and data entry standards.

## **Demographic Summary**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Personnel Responsible for entering and maintaining Demographic Summary data.
- Supervisors
- Spillman Administrators

### **Course Summary**

- Explanation of the Demographic Summary Table
- Searching the Demographic Summary Table
- Adding Demographic Summary Records

### **Course Objectives**

The objective of this course is to teach the students how to find and add data into the Demographic Summary Table. In addition this course will explain the possible uses of the data entered into this table and how the agency can use the data for agency static's. Each student will at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task contained in this objective, to their job and their agency.

## **Traffic Information**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Personnel that will enter and manage traffic information in the Spillman Software (i.e., Data Entry Clerks, Records Clerks, Patrol Personnel)

### **Course Summary**

- Accident Table
- Traffic Citations
- Traffic Warnings

### **Course Objectives**

The objectives of the Traffic Information Course is to teach the students how to add data into the system pointing out system features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits and consistency of adding data into the Traffic Module and how managing the data will make each students daily job much easier.

## **Computer-Aided Dispatch**

### **Dispatch Overview**

#### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

#### **Attendees**

- Dispatchers Personnel
- Call Takers Personnel
- Dispatch Supervisors
- Spillman Administrator(s)

#### **Course Summary**

- CAD Screen, Moving Around and Help Features
- Radio Log Entries
- Adding Calls, Dispatching Calls, Updating Calls, Units and Call Completion
- CAD Screen Sizing, Sorting and Configurations
- Using the Mouse to Manage the CAD Screen
- Modifying Calls, CAD Comments & with Units, Viewing Comments, Call Information
- Calls Screen
- Sending Backup Units
- Canceling Calls, Units and Changing Responsible Units
- Exchange Units and Update Unit Zones
- Traffic Stop Command and The Traffic Stop Table
- Turn Traffic Stops into Calls
- Dispatching Using Intersection & Common place names
- Dispatching and Managing Incidents for Call Types
- Adding & Dispatching Multiple Calls types with Special Instructions
- Final Exercise I
- Adding Calls for On-Site Activity
- Radio History, Unit and Officer Information
- Adding Alarm Calls
- Adding Information Calls
- Adding Miscellaneous Calls
- Dispatching Wreckers
- Dispatcher Positions and Responsible Unit Review
- Configuring Numeric Keypad; Saving and Loading Function Key Assignments
- Adding & Dispatching, Simultaneous Tasks, Current Calls with Function Keys
- Radio Log – Name and Vehicle Inquiries
- Access to Tables from CAD
- Re-Opening Completed Calls
- Time Lapse Alerts & Pager Numbers
- Merging Duplicate Calls
- Water Sources
- Dispatching with Premises Information
- Hazardous Materials Table
- Racial Profiling Table

- Final Practical Examination II
- What Recommended Units Does
- Dispatching with Recommended Units
- Letting the Software Automatically Recommend Units
- Dispatching When the Response Calls for Multiple Units of Multiple Kinds
- Address Specific Recommended Units

**Course Objectives**

The objective of the Computer Aided Dispatch (CAD) course is to teach the students how to use the CAD system with its features and functions. This class will also cover and explain the strengths and benefits of using this system daily and how it will make each students daily job much easier to manage. Each student will at a minimum, complete the practical exercises contained in this course for the purpose of understanding how to apply each task contained in this course, to their job and their agency.

## **Dispatching with Response Plans**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Computer Aided Dispatch (CAD)

### **Attendees**

- Spillman Administrator(s)
- Call-Taker Personnel
- Police Dispatch Personnel
- Fire Dispatch Personnel
- Fire Commander(s) and possibly Police Commander(s)

### **Course Summary**

- Finding the Response Plan
- Dispatching Level 1
- Dispatching Subsequent Levels
- Covering Units
- Final Practical Examination
- What Recommended Units Does
- Dispatching with Recommended Units
- Letting the Software Automatically Recommend Units
- Dispatching When the Response Calls for Multiple Units of Multiple Kinds
- Address Specific Recommended Units

### **Course Objectives**

The objectives of this course are to give a basic understanding of what response plans are and to give the ability, with practice, to dispatch with those response plans. Students will learn how to dispatch different levels of response for each plan.

## **Response Plan Management**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Spillman Administrator(s)
- Key Communications Personnel
- Sr. Administration (if involved in decision making)
- Fire Supervisors (if used for fire)

### **Course Summary**

- Application Parameters
- Creating Response Plans
- Creating Levels
- Map References & Water Sources
- Time of Day & Days of the Week
- Verifying Response Plans
- The Recommended Unit Table
- Final Practical Exercises

### **Course Objectives**

The objectives of this course are to give a basic understanding of what response plans are, and to give the ability, with practice, to set up and administer those response plans. Students will learn how to set up different levels of response for each plan.



## **Spillman Mapping**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- CAD

### **Attendees**

- Dispatch Personnel
- Call Taker Personnel
- Dispatch Supervisors
- Spillman Administrator(s)

### **Course Summary**

- What is Spillman Mapping?
- Configuring the Map for a Single Session
- Introduction to Spillman Mapping
- Performing CAD Tasks from the Map
- AVL Functions
- CAD Position List

### **Course Objectives**

The objective of the Spillman Mapping course is to teach the students how to use the CAD software in relation to Spillman Mapping, with its features and functions. This class will also cover and explain the strengths and benefits of using this software to display calls, and possibly units, on a graphical map.

## **Spillman Mapping Administration**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- CAD

### **Attendees**

- Dispatch Supervisors
- Spillman Administrator(s)

### **Course Summary**

- Administration Application
- Converting MapInfo files to ESRI shape(.shp) files
- Directory Structure for the Map Files
- Adding and Arranging Map Layers
- Non-Latitude/Longitude Map Settings
- Updating the Map
- Application Parameters

### **Course Objectives**

The objective of the Spillman Mapping course is to teach the administrators how to setup the CAD software in relation to Spillman Mapping, with its features and functions.

## **Geo-validation**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Agency Administration
- Spillman Application Administration
- GIS personnel

### **Course Summary**

- Explanation of differences in terminology in ArcGis and ArcView
- Layout of Arc Map Screen
- ArcMap Toolbars and Buttons
- Spillman.mxt template
- Adding Spillman Toolbar
- Layers
- Gbsteet layer attribute table
- Common Place layer attribute table
- Setting Snapping tolerances
- Creating features within a layer
- Editing features within a layer
- Using the tools within the Spillman Toolbar
- Transferring the files to Spillman

### **Course Objectives**

The objectives of the ArcView course are to introduce the students to basic concepts of building a map in ArcView for use in the Spillman software.

## **Premises Information**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Spillman Administrators
- Communication Supervisors
- Records Personnel
- Communications Personnel
- Fire Personnel

### **Course Summary**

- Adding a premises record
- Adding Hazardous Materials
- Premises Involvements

### **Course Objectives**

The objectives of this course are to teach the user (s) how to use the premises features and functions, how to access the table, how to add data to the table, including hazardous materials if used by the agency. Also this course gives an overview of the involvements created automatically by the database when using this module. Each student will at a minimum, complete the practical exercises contained in this course.

## Jail Management

### Jail Inquiry Introduction

#### Prerequisite(s)

Attendees should be familiar with the standard features of Microsoft® Windows® before using Spillman. At minimum, users should know how to do the following:

- Use a mouse or the keyboard to do basic tasks, such as choosing menu options and buttons.
- Work with Windows (selecting, minimizing, restoring, maximizing, sizing, scrolling, closing, etc.).
- Work with dialog boxes.

If the user does not know how to do these tasks, they should refer to Windows online documentation or complete an online Windows tour.

#### Attendees

- Corrections Personnel
- Software Administrators [only if the SAA did not complete the HUB courses]
- Jail Data Entry Personnel
- Jail Administrations

All Jail personnel that will use the Spillman software, regardless of the Jail modules they may use. **This course is a prerequisite** to all other Spillman Jail Management training.

**Note:** If the student attended the HUB Introduction and Data Entry courses, it is not necessary for them to attend this course. If the students responsibilities include more than Jail Management, they must attend the HUB introduction and Data Entry courses.

#### Course Summary

- Software: Accessing, Moving Around, Fundamentals and Features
- Searching for a Name Record and the List Option
- Searching in Other Fields
- Searching the Scar, Mark, and Tattoo Fields
- Name Information, Associate Name Information, and Involvements
- Working with Multiple Spillman Windows, and Accessing other Tables
- Software Reports

#### Course Objectives

The objectives of this course are to teach the user(s) how to use the system features and functions, how to access the system (log on and off), move around the system, search for and find information in the database, and find and run system reports. This course teaches the basic system functionality that is required, and is consistent with each module. In other words, learn this class and the specific module training will be much easier. This class will also cover and explain the strengths and benefits of using the Spillman system daily, and how it will make each student's job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this course.



## **Jail Data Entry**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction Course

### **Attendees**

- Corrections Personnel
- Data Entry Personnel [Corrections Only]
- Correction Administration

All personnel that will use any section of the Spillman Software, regardless of which modules they will use or to what extent. **This course is a prerequisite** to any other Spillman Software training.

### **Course Summary**

- Adding Names to the Names Table
- Modifying Records, Adding Alert Codes, Previous Addresses & Phone Numbers
- Adding Address Information to Geobase
- Adding SMTs Information
- Adding Comments, Using the Spillman Editor
- Additional Name Information & Names Review
- Adding Vehicles
- Creating Alias Records
- Adding Involvements to Records

### **Course Objectives**

The objectives of the Data Entry course are to teach the students how to add data into the database, pointing out software features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits, and consistency of adding data into this database and how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task to their job, and their agency.

## **Jail Management Introduction and Inmate Property Taken**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Booking and Processing Officers
- Medical and Risk Assessment personnel (only if they perform tasks other than medical or risk)
- Intake Officers
- Billing Officers
- Property Officers
- Commissary Officers
- Spillman Administrators
- Jail Commander/Administrator
- Jail Clerks or Data Entry Personnel

All personnel that will use this module or any section of the Jail Management Module. If the facility's staff performs all duties and are not broken into categories, then all employees must attend all Jail Training.

### **Course Summary**

- Starting a Full Booking and Additional Name Information
- Full Bookings with Different Software Prompts and Messages
- Booking Inquiry & Modification
- Inmate Property Taken
- Returning Inmate Property Taken

This course is taught in two sections. Data entered in this course directly affects the remaining Jail Management Module courses. The course is divided into two sections; section one is the Introduction to Jail Management and is **mandatory** for any personnel using any section of the Jail Management Module. It is important that the agency send all jail personnel to section one of this course.

Section two is the Jail Inmate Property Course. Information taught in this section tracks the inmate's property from the time of booking until the time of release. The database tracks and documents property as follows: itemized inmate property taken, inmate property storage locations, inmate cash accounts being created from the Property Taken screen, generating receipts, and the release and return of inmate's property.

### **Course Objectives**

The objectives of this course are to teach the user(s) how to begin a full booking and inquiry into an active booking, for the purpose of modifying a booking. This course will also cover how the system assigns booking numbers, manages juveniles, and uses the Additional Name Information screen. In addition, this course includes the management of inmate property taken and released to the inmate or other individuals. The Inmate Property section will explain how the system manages, documents, and tracks property taken. Each student will, at a minimum, complete the



practical exercises contained in this objective, and understand how each is applied to their facility.

## **Medical Assessments, History/Meds, and Risk Assessment**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Jail Management Introduction

### **Attendees/Course Description**

The Jail Assessments & Medical Records course is divided into three sections or modules. This has been done in order to accommodate various jail facilities and their needs. The following is a breakdown of what is covered in each section, and which personnel should attend.

- The first section contains the Initial Inmate Assessment and Inmate Medical Screening. This section covers the assessments completed at the time of booking. The personnel attending should be those that complete the booking process, or the booking/processing officers for your facility.
- The second section contains medical history information. This section covers the inmate's medical history information (which should be considered confidential), and nurse's or medical staff's chart notes, such as inmate's vital signs, weight, etc. This section also addresses setting up inmate required medications, medication reports, and the posting of dispensed medications. The personnel attending this section should be medical staff personnel, or those persons responsible for performing the information contained in this section. If the medical staff needs to schedule medical appointments, they must attend Jail Course VI, Scheduled Events.
- The third section contains risk assessment information, or inmate classification. This section addresses inmate risk assessment or classification information that should be completed according to department policy. Risk assessments allow for the classification of inmates to determine housing location, security type(s), work release eligibility, and escape risk, etc. The personnel attending this section should be the classification officers or the personnel responsible for performing the information contained in this section.
- If all three sections pertain to the same group of personnel, then this group would need to attend all sections.

### **Course Summary**

- Initial Inmate Assessment
- Inmate Medical Screening
- Medical History
- Required Medications
- Required Medications Report and Post Medications Utility
- Risk Assessment

### **Course Objectives**

The objectives of this course are to teach the user(s) how to use the software to document and maintain inmate assessments, medical history information, risk assessments, and inmate medications. Each student will, at a minimum, complete practical exercises contained in this objective, and understand how each is applied to their facility.

## **Arrest and Offense Information**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Jail Management Introduction and Inmate Property Taken

### **Attendees**

Booking or Processing officers, personnel that audit and manage UCR reporting. However those persons may take the Criminal History Booking Section and receive the same IBR/UCR information. Personnel that audit and manage Jail Billings. Personnel who enter and manage Sentence and Commitments.

### **Course Summary**

- Entering Arrests
- Entering Offenses
- Bond, Fines, Fees, Restitution and Other
- Payments
- Reports
- Arrest and Offenses Final Examination

The Jail Arrest and Offense course is taught in one section or module. Information contained and managed in this course is important for the integrity of the database. Data entered in this course directly affects agency billing, UCR reporting, arrests as related to offense, dispositions of inmates, and related incidents. Related incidents include daily billing and medical billing to the appropriate agency, credit to the appropriate arresting agency for UCR purposes, offenses to the appropriate bond, fine, or restitution, etc., inmate disposition (i.e., pre-sentenced and related incidents, such as, "Did the arrest close an opened Law Incident report?").

### **Course Objectives**

The objectives of this course are to teach the user (s) how to use the software to enter, document and track Arrest, Offense, Bond, Fines, etc, and Arresting agencies information. This course will also address and explain how the database manages data entered to calculate UCR reporting, IBR Reporting, Agency Billing, Related Incidents and Inmate Dispositions. Each student will, at a minimum, complete the practical exercises contained in this objective and understand how each is applied to their facility.

## **Property Issue, Intake and Release, Supplemental Bookings**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Jail Management Introduction and Inmate Property Taken
- Jail Arrest and Offense

### **Attendees**

- All personnel that enters this information for the Agency. Booking or Processing Officers, Sentencing and Commitment Officers, personnel that audit and manages Jail Billing.

### **Course Summary**

- Jail Issued Property
- Returning Jail Issued Property
- Types of Bookings
- Relationship of Bookings to Names, Involvements, Confined Alert Flags
- Defining Inmate Housing Facilities
- Inmate Intake and Housing
- The Phone Call Option; Booking Involvements, Keep Separate Inmate Association
- Inmate Holds
- Clearing Holds
- Inmate Release
- Active, Inactive, and Closed Bookings
- Closing and Unclosing Bookings
- Supplemental Booking

The Intake and Release course is taught in three sections. Information contained and managed in this course is important for the integrity of the database. Data entered in this course directly affects information posted to the Inmate Log, which contains data pertaining to an inmate's Name record, not the booking. Example: Inmate cell changes, inmate phone calls, inmate arrival time, and inmate release. This course also tracks inmate issued property, searches, charges for housing, inmate holds, arrival times, and credits.

### **Course Objectives**

The objectives of this course are to teach the user (s) how to enter, document, and track information, and use full and supplemental bookings. This course will also address and explain how the database manages jail issued property, data entered to house inmates, change inmate cell assignments, place and clear holds, enter initial inmate phone call (s), add booking involvements, (active, inactive, closed booking), closing and unclosing bookings, and inmate release. Each student will, at a minimum, complete the practical exercises contained in this objective, and understand how each is applied to their facility.

## **Express, Criminal, Quick Bookings, and Inmate Log**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry Introduction
- Jail Management Introduction & Inmate Property Taken
- Jail Inmate Assessments, Medical Histories and Medications
- Jail Arrest and Offense Information
- Jail Intake and Release

### **Attendees**

- Booking or Processing Officers, Sentencing and Commitment Officers, Personnel that manage inmate medical billing.

### **Course Summary**

- Types of Bookings
- Express Bookings
- Criminal History Bookings
- Quick Intake
- Quick Release
- Inmate Log
- Final Exercise I

This course is taught in one section or module. Information contained and managed in this course is important for the integrity of the database. Data entered in this course directly effects information posted to the inmate log, which contains data pertaining to an inmate name record not the booking. Example, inmate cell changes, inmate phone calls, inmate arrival time and inmate release. This course also shows how data entered can be found and used by the facility to track inmate movement, jail events, inmate disciplinary actions, etc.

### **Course Objectives**

The objectives of this course are to teach the user (s) how to enter, document, track information and use each booking module. This course will also addresses and explain how the database manages data entered in the Inmate Log, i.e., inmate cell assignments, initial inmate Phone call (s), add and track inmate/facility information, Inmate Bookings, Inmate Releases. Each student will, at a minimum, complete the practical exercises contained in this objective and understand how each is applied to their facility.

## **Events, Movement, Summary Information, and Reports**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Jail Management Introduction and Inmate Property Taken

### **Attendees**

- Jail Records Personnel
- Corrections Personnel
- Spillman Administrators
- Data Entry Personnel
- Jail Administrations
- Jail Transport Officers
- Jail Medical Staff (If they schedule medical events)

**Note:** the job titles terminology/descriptions listed below vary from site to site.

### **Course Summary**

- Scheduled Events
- Scheduled Medical Events/Appointments
- Medical Events
- Posting Scheduled Events to the History Log
- Work Release
- Confined Inmate Movement
- Inmate Location Log
- Booking Summary
- Jail Reports

### **Course Objectives**

The objectives of the Scheduled Events and Movement course is to teach the students how to add data into these modules pointing out software features that will allow them to utilize the software's functionality in Scheduling Events for Inmates and the Facility, i.e., Inmate Medical appointment Inmate Court appearances, etc. In addition this course will also address and explain how to move inmates to and from areas of the facility or areas outside the facility, i.e., Court, Exercise Yard, etc. Finally this course teaches the use of the Jail Reports associated with Schedule Events. Each student will at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task contained in this objective, to their job and their agency.

## Cash Accounts, Visitation

### Prerequisite Course(s)

- Spillman Inquiry Introduction
- Spillman Data Entry
- Jail Management Introduction and Inmate Property Taken

### Attendees

- Jail Records Personnel
- Corrections Personnel
- Spillman Administrators
- Data Entry Personnel
- Jail Administrations
- Commissary Personnel (cash accounts section)
- Visitation Officers

**Note:** the job titles terminology/descriptions listed below vary from site to site.

### Course Summary

- Section One (Cash Accounts)
  - Inmate Property Taken (Review)
  - Cash Account Receipts
  - Cash Account Disbursements
  - Cash Account Adjustments
  - Voiding Checks
  - Managing Inactive Cash Accounts
  - Inmate Cash Account Reports
- Section Two (Visitation)
  - Inmate Visitors
  - Printing Passes, Checking Out Visitors
  - Viewing Visitor and Visitee Information
  - Visitation Summary Report

### Course Objectives

The objectives of the **Inmate Cash Accounts** section is to teach the students how to add and manage data entered into this module pointing out system features that will allow them to utilize the software's functionality in Managing Inmate monies for the purpose of Commissary, Receipt, Disbursement and tracking the ledgers of Inmate monies. In addition this course will also address and explain how to run the necessary reports related to this module. Each student will at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task contained in this objective, to their job and their agency.

The objectives of the **Inmate Visitation** section is to teach the students how to add and manage data entered into this module pointing out system features that will allow them to utilize the software's functionality in Managing Inmate Visitation for the purpose of tracking persons that visit Inmates. In addition this course will also address and explain how to run the necessary reports related to this module. Each student will at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task contained in this objective, to their job and their agency.

## **Sentence and Commitments**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Jail Management Introduction
- Arrests and Offenses
- Inmate Intake and Release

### **Attendees**

- Those who enter sentence and commitments for inmates.

### **Course Summary**

- Adding Sentence Information
- Consecutive Sentence Information
- Sentence Adjustments
- Sentence/Scheduled Commitments
- Reports
- Releasing Inmates

The Sentence and Commitment course is taught in one section or module. Information contained and managed in this course is important for the integrity of the database. Data entered and managed in this course will affect the length of an inmate's incarceration. Therefore, it is recommended that the facility send personnel that is responsible for the management of inmate Sentences and Commitments and to limit the system privileges to only those persons that will be advantageous for the facility.

### **Course Objectives**

The objectives of this course are to teach the user (s) how to enter and manage inmate sentence and commitments. This course covers concurrent and consecutive sentences, sentence adjustments, schedule commitments, reports, and releasing inmates with a sentence record. The Sentence and Commitment course will explain how inmate good time, administrative time, disciplinary, and sentence adjustments are managed. Each student will, at a minimum, complete the practical exercises contained in this objective and understand how each is applied. Note. This course is designed to introduce you to the sentencing module and how it functions. However, there is no possible way to cover all the different types of creative sentencing that may exist at your agency. Refer to the Jail Users Manual for more sentencing information.



## **Billing Information**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Jail Management Introduction
- Arrests and Offenses
- Inmate Intake and Release
- Sentences and Commitments (at a minimum observe the class because data entered could affect billing.)

### **Attendees**

- Personnel Responsible for Agency Billing
- Spillman Administrator

### **Course Summary**

- Data Entry Affecting Billing
- Auditing and Billing
- Report Selection Criteria
- Master Audit Billing Report
- Error Messages
- Master Audit Billing Report w/Matrix
- Monthly Billing Statement

### **Course Objectives**

The objective of this course is to provide an introduction to the billing programs and reports. It is essential for the user to study the manuals and the materials provided in the course, and to practice using the programs in the training database before using them for actual billings.

## **Commissary Management**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Jail Management Courses I and II
- Inmate Cash Accounts Course

### **Attendees**

- Personnel that will manage the facility's commissary
- Personnel that will input order and print the commissary order sheets
- Spillman Administrator (s) commissary admin is covered during this course

### **Course Summary**

- Commissary Suppliers
- Commissary Inventory Items
- Inmate Cash Accounts Review
- Printing Commissary Item Lists
- Entering Inmate Orders
- Commissary Inventory Adjustments
- Reordering and Restocking Inventory
- Restocking Pending Orders
- Printing Commissary Checks
- Printing Commissary Cash Disbursements
- Commissary History Table
- Commissary Reports

### **Course Objectives**

The objective of the Commissary course is to teach the students how to use the software in managing the facility's commissary. Included in this course are the items listed above in the Course Summary Title. This course includes information, outlines, and practical exercises which address system setup and maintenance, input, and printing inmate orders. At a minimum, each student will complete the information and exercises contained in this course.

## **Personnel**

### **Personnel Employee Records**

#### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

#### **Attendees**

- The Spillman Administrator (s) [software setup issues are addressed in this course]
- Departmental Personnel Staff
- Supervisors
- Any personnel that performs this duty
- Caution: Due to the content of data managed and stored, restriction of staff is advised.

#### **Course Summary**

- The Employee Record
- Children
- Administrative Actions Record
- Training Record and Schedule
- Employee Medical History
- Employee Skills
- Employee Inquiry Screens
- Personnel Management Reports
- Personnel Final Practical Examination

#### **Course Objectives**

The objectives of the employee management course are to teach the students how to use the software to manage personnel information, and how to search, add, modify, and manage the data entered into the software, pointing out software features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits, and consistency of adding data into the Personnel Management Module, and how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task to their job and their agency.

If applicable, the instructor should teach this course in a manner consist with the agency's policies, procedures, needs, and requirements. This gives the agency a better understanding of how the Personnel Management Module applies to their daily jobs and data entry standards.

## **Personnel Leave and Attendance Records**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Employees Records Management

### **Attendees**

- The Spillman Administrator (s) [software setup issues are addressed in this course]
- Departmental personnel staff that enters and tracks leave and overtime
- Supervisors
- Any personnel that performs this duty
- Caution: Due to the content of data managed and stored, restriction of staff is advised.

### **Course Summary**

- Introduction
- Leave Records, Adding and Posting Leave Time
- Overtime Tables: Design & Use
- Posting Current Overtime to the Accrued Overtime Detail Window
- Leave Reports
- Employee Workload and Attendance Tables
- Employee Workload Table
- Employee Attendance Screen
- Employee Attendance Entry Screen
- Employee Attendance Defaults Screen
- Employee Workload and Attendance Reports

### **Course Objectives**

The objectives of the Personnel Leave and Attendance Management course are to teach the students how to use the software to manage personnel information, and how to search, add, modify, and manage the data entered into the software, pointing out software features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits, and consistency of adding data into the Personnel Management Module, and how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task to their job and their agency.

## **Position Management and Time Service**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Employee Management Course

### **Attendees**

- The Spillman Administrator (s) [software setup issues are addressed in this course]
- Departmental personnel staff that enters and tracks leave and overtime
- Supervisors
- Any personnel that performs this duty
- Caution: Due to the content of data managed and stored, restriction of staff is advised.

**Note:** This course contains two sections; section 1 is the Position Management course and section 2 is the Time Service Management course. Depending on your agency's needs and policies, one or both sections may be omitted.

### **Course Summary**

- The Position Table
- Position History
- Incumbent History
- Position Reports
- Service Time Records
- Service Time Reports

### **Course Objectives**

The objectives of the Position/Time Service Management Course are to teach the students how to use the software to manage personnel information, and how to search, add, modify, and manage the data entered into the software, pointing out software features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits, and consistency of adding data into the Personnel Management Module, and how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task to their job and their agency.

If applicable, the instructor should teach this course in a manner consist with the agency's policies, procedures, needs, and requirements. This gives the agency a better understanding of how the Personnel Management Module applies to their daily jobs and data entry standards.

## **Evidence Management**

### **Evidence Management Overview**

#### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

#### **Attendees**

- Evidence Personnel
- Spillman Administrator(s)
- Personnel that will enter such data into this module

#### **Course Summary**

- Evidence Entry
- Custody Entry
- Evidence History
- Evidence Reports

#### **Course Objectives**

The Evidence Management Course will teach the students how to use the software to manage and track items of evidence, lost and found property. This course will teach the students the functions and features to successfully manage evidence and chain of custody records. Each student will complete the exercises contained in this course for the purpose of learning how to use this module.

## **Evidence Barcoding**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Evidence Management

### **Attendees**

Personnel that should attend this class are those responsible for Evidence Management, Inventory Management, and Jail functions. This would include the data entry for these areas. The agency's departmental structure will determine exactly who should attend. It is recommended that the Spillman Administrator attend this course.

### **Course Summary**

- History of Barcoding
- Hardware
- Why Bar Code
- Printing a Bar Code and Bar Code Sheet
- Handheld Inventory Auditing
- Handheld Inventory Auditing Reports
- Setup of Evidence Bar-coding
- Final Exam

d

### **Course Objectives**

The objective of the Barcoding course is to give students a better understanding of how Bar Coding can help them enter and manage data. This class will also cover and explain how Bar Coding can make each student's daily job easier by reducing the time involved in data management and increase data integrity by reducing entry error. The student will be introduced to the hardware required for Bar Coding and which hardware best integrates with the Spillman application. The student will also explore the possible uses for Bar Coding as it applies to daily agency functions.

## **Mobile Data Computing**

### **Mobile Administration**

#### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Mobile State, RMS, Voiceless Dispatch and AVL as appropriate

#### **Attendees**

- Spillman Administrators

#### **Course Summary**

- Installing Mobile
  - Adding new Mobile Clients
  - Setting user privileges for Mobile
  - Administrative access
  - Changing the IP address and host port
  - Defining MDC Units
  - Creating a status sequence for MDC units
- General Setup
  - The Options menu
  - Customizing Toolbars and Menus
- Mobile Modules
  - State Queries
  - Voiceless CAD
  - AVL & Mapping
- Setup Options



## **Mobile RMS (Forms)/State Queries**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Patrol Officers
- Employees that will be using Spillman Mobile

### **Course Summary**

- Software: Accessing, Toolbars
- Name, Vehicles and Property Screens
- Searching for Names, Vehicles, and Property
- State Queries for Name, Vehicles, Property and Guns

### **Course Objectives**

Upon completion of this course, the student will be able to conduct queries from a patrol car, using a laptop, to the State. This course also covers using the forms to enter Law Incident information from a mobile device.

## **Mobile Voiceless Dispatch/AVL**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Spillman Mobile RMS-State Queries

### **Attendees**

- Patrol Officers
- Employees that will be using Spillman Mobile

### **Course Summary**

- Software: Accessing, Toolbars
- Computer Aided Dispatch (CAD) Screen
- Radio Log and Histories
- Understanding the AVL Software
- Starting the Trimble Placer GPS Receiver
- Map Screen
- Selecting the Category of Units/Calls to be Displayed
- Setting up the Map
- Arranging the Map Layers
- Location's latitude and longitude
- List of Window commands used in Spillman Mobile

## **Mobile Premises Information/Hazardous Materials**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Spillman Mobile RMS-State Queries

### **Attendees**

- Patrol Officers
- Employees that will be using Spillman Mobile

### **Course Summary**

- Searching and Viewing Premise Information
- Searching and Viewing Hazardous Materials
- Viewing Premise Information from CAD

### **Course Objectives**

Upon completion of this course, the student will learn how to query your agency's local database for premise and hazardous material information.

## **Additional Courses**

### **Fleet Maintenance**

#### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

#### **Attendees**

- Fleet Management Personnel
- Spillman Administrator
- Personnel that will enter such data into this module

#### **Course Summary**

- The Fleet Record
- Regular Maintenance/Gas Consumption Table
- Maintenance Schedule
- Repair & Maintenance Record, with Parts
- Reports

#### **Course Objectives**

The Fleet Maintenance Course will teach the students how to use the software to manage and track fleet items, histories, scheduled and completed maintenance, and track any items that may be distributed to personnel. This course will teach the students the functions and features of successful fleet maintenance. Each student will complete the exercises contained in this course for the purpose of learning how to use this module.

## **Equipment Maintenance**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Equipment Management Personnel
- Spillman Administrator
- Personnel that will enter such data into this module

### **Course Summary**

- Equipment Search
- Entering Equipment Records
- Equipment History Records
- Modifying Equipment Records
- Entering Next Scheduled Maintenance Records
- Entering Completed Maintenance Records
- Equipment Reports

### **Course Objectives**

The Equipment Management Course will teach the students how to use the software to manage and track equipment items, histories, scheduled and completed maintenance, and track any items that may be distributed to personnel. This course will teach the students the functions and features of successful equipment maintenance. Each student will complete the exercises contained in this course for the purpose of learning how to use this module.

## **Licenses and Permits**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Personnel that issue collect money and manage licenses and permits, i.e., Data Entry Personnel, Records Personnel
- Spillman Administrator(s)

### **Course Summary**

- License and Permit Records Overview
- Bicycle Permit
- Weapon Permit
- Other Permit
- Permit and License Fees
- Printing the Permit

### **Course Objectives**

The objectives of the License & Permit Course is to teach the students how to add data into the system pointing out system features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits and consistency of adding data into the Module and how managing the monies and printing permits will make each students job much easier. Each student will at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task contained in this objective, to their job and their agency.

## **Pawned Property**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Personnel that will enter and manage pawned information in the Spillman Software, i.e. Data Entry Clerks, Records Clerks, Patrol Personnel, Investigators and Spillman Administrator(s)

### **Course Summary**

- The Pawn Shop Table
- The Pawned Property Table
- Transferring Pawn Data
- The Pawn Activities Table
- The Pawn Activities Table
- Pawned Property Reports

### **Course Objectives**

The objectives of the Pawned Property Course is to teach the students how to add data into the system pointing out system features that will allow them to better utilize the software's functionality. This class will also cover and explain the strengths, benefits and consistency of adding data into the Pawned Property Module and how managing the data will make each students daily job much easier. Each student will at a minimum, complete the practical exercises contained in this objective for the purpose of understanding how to apply each task contained in this objective, to their job and their agency.

## **Impounded Vehicles**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Personnel that manage vehicle impound data including any money that may be collected or tracked i.e. Data Entry Personnel, Records Personnel, Dispatch

### **Course Summary**

- The Impounded Vehicle Table
- Modifying Impound Information
- Impounded Vehicle Fees
- Printing Impounded Vehicle Notices
- Impounded Vehicle Notices
- Entering Vehicle Sales
- Software Reports

### **Course Objectives**

The objectives of the Vehicle Impound Course is to teach the students how to add information into the database pointing out software features that will allow them to better utilize the software's functionality. This class will also address and explain the strengths, benefits and consistency of adding data into the Module and how to manage vehicle impound monies and sales within the software. Each student will at a minimum, complete the practical exercises.



## **Inventory Management**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

- Inventory/Supply Personnel
- Spillman Administrator
- Any personnel that will enter such data into this module.

### **Course Summary**

- Suppliers
- Inventory Items
- Entering Item Use
- Reordering Inventory
- Restocking Inventory
- Searching for Order Information
- Reports

### **Course Objectives**

The Inventory Management Course will teach the students how to use the software to manage and track items of supplies, orders, create orders, and track items that are distributed to personnel. This course will teach the students the functions and features of successfully managing inventory and orders. Each student will complete the exercises contained in this course for the purpose of learning how to use this module.

## **Alarm Tracking**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry
- Incident Management
- Licenses and Permits [If Applicable]

### **Attendees**

- Personnel Assigned to Manage Alarm Information
- Spillman Administrator (s)

### **Course Summary**

- Adding an Alarm Tracking Record and Alarm Module Overview
- Entering the Alarm Types
- Adding False Alarm Incidents to the Alarm Tracking Module
- Resolving Discrepancies in the Alarm Tracking Module
- Deleting Incidents that Indicate Discrepancies
- Updating Alarm Tracking Fees
- Managing Fees
- Additional Alarm Tracking Reports
- Alarm Tracking Administration [covers module setup]

### **Course Objectives**

The objectives of this course are to teach the user(s) how to use the Alarm Tracking software's features and functions. This course teaches the basic software functionality that is required to use this module. However, each user should read the Alarm Tracking user handbook/documentation. This class will also cover and explain the strengths and benefits of using the Alarm Tracking Module to manage false alarms, pointing out how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this course.

## **Sex Offender**

### **Prerequisite Course(s)**

- Spillman Inquiry Introduction
- Spillman Data Entry

### **Attendees**

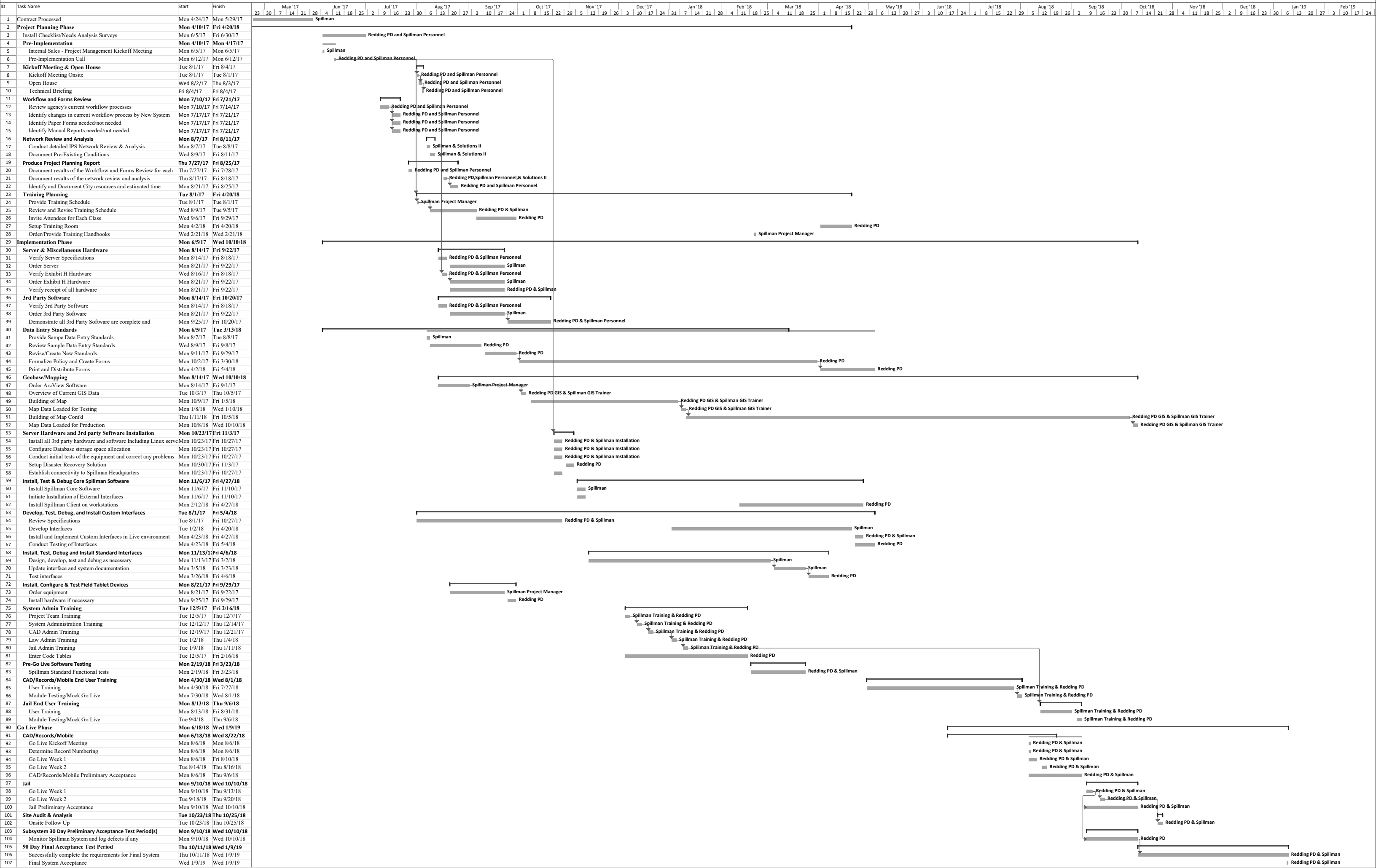
- Personnel Assigned to track or register sex offenders
- Spillman Administrator (s)

### **Course Summary**

- Adding a Sex Offender Record
- Adding a Sex Offender Offense Record
- Adding a Sex Offender Vehicle Record
- Sex Offenders System Involvements
- Relationship to the Names Screen
- Generating Sex Offenders Reports

### **Course Objectives**

The objectives of this course are to teach the user(s) how to use the Sex Offenders software's features and functions. This course teaches the basic software functionality that is required to use this module. However, each user should read the Sex Offender user handbook/documentation. This class will also cover and explain the strengths and benefits of using the Sex Offender Module to manage Offenders, pointing out how it will make each student's daily job much easier to manage. Each student will, at a minimum, complete the practical exercises contained in this course.



## **Exhibit F**

### **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 the City of Redding (the "City"). In connection with the Professional Services, Purchase and Software License Agreement between the parties (the "License Agreement"), the City 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"** means 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"** means 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"** means 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"** means 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 the City of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.5 **"Releases"** means new versions of the Software, including all Error Corrections and Enhancements.
- 1.6 **"Response Time"** means six (6) or less Coverage Hours, from the time the City first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.7 **"Support Term"** means the entire period during which the City is receiving support services for the Software under the terms of this Support Agreement, beginning on the installation date of the Software. Support services are included during the Software's Warranty Period, as defined in Section 11.1 of the License Agreement, which is the "Initial Support Term." 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 **Support Termination.** 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, operating system and version approved by Spillman; and
  - 2.1.3 The City must be current on payment of maintenance and support fees.
- 2.2 **SAA Replacement.** Spillman may require the City to appoint a new Spillman Application Administrator ("SAA") in order to continue receiving support services or increase the City's support fees, if Spillman reasonably determines that the acting SAA 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 **Support Center.** Spillman shall maintain a Support Services Control Center capable of receiving from the SAA reports of any software irregularities, and requests for assistance in use of the Software.
- 3.2 **Services Staff.** Spillman shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.
- 3.3 **Error Correction.** 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 may, but is not obligated to, provide Error Corrections for any version of the Software other than the most recent Release.
- 3.4 **Software Releases.** Spillman may, from time to time, issue new Releases of the Software to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide the City with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help the City install and

operate each new Release, provided that such assistance, if required to be provided at the City's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.

- 3.5 **Enhancements.** Spillman shall consider and evaluate the development of Enhancements for the specific use of the City and shall respond to the City'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 the City.

#### **Section 4: Services Not Covered by this Support Agreement**

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

- 4.1 **Third Party Products.** Except as otherwise set forth in the License Agreement with respect to the Warranty Period, Spillman will not provide support for any third party products, including hardware, or support for hardware failure due to the use of any third party products. After the Warranty Period, Spillman may in its discretion provide first-line support for Third Party Software distributed by Spillman; if not, Spillman will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 **Customized Interfaces and Software.** Spillman's standard support does not include support for any custom interfaces or other customized Software developed by Spillman or any third party for the City. Support and maintenance services for customized Software are subject to an additional support fee, if agreed in writing between the parties. Such support and maintenance services include bug fixes and minor modifications to the custom interface or software. They do NOT include major revisions or rewrites, such as those required to make a custom interface work with a new or upgraded version of the applicable Third Party Software. Custom interfaces and support therefor are specific to the designated version of the applicable Third Party Software or system. Any major changes to such Third Party Software or system will require a new custom quote for Spillman to modify the custom interface to work with the new version of the Third Party Software or system. Spillman's support fees may also differ for the new version of the custom interface.
- 4.3 **Network Failures.** Spillman will not provide support for any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.4 **Data Recovery.** Spillman's standard support does not include restoration and/or recovery of data files and/or the operating system. Spillman will, upon request of the City and subject to its then-current fees for such services, use reasonable efforts to assist the City in recovering lost data.
- 4.5 **Unauthorized Use.** Spillman will not provide support where the problem arises out of any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of the City's or a third party's use of the Utilities or any software not specifically licensed by Spillman to the City for use in connection with the

Software. Any assistance provided by Spillman in resolving such problems shall be charged to the City on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by the City (or by a third party with the City'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.

- 4.6 **Database Modifications.** Spillman will not provide support for any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from the City's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.7 **Misuse or Damage.** Spillman will not provide support for Software problems caused by the City's misuse, alteration or damage to the Software or the City'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.
- 4.8 **Operating System.** Spillman is not responsible for supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 **Onsite Visits.** Onsite service visits to the City's facility by Spillman are subject to additional charges, as set forth in Section 7.5.
- 4.10 **Printers.** Spillman is not responsible for supporting 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 the City**

- 5.1 **Software Connectivity.** The City must maintain and provide, at no cost to Spillman, a CJIS-approved broadband internet connection to the server used with the Software, 24 hours per day, 7 days per week, to facilitate remote support utilities enabling Spillman support personnel to connect to and provide assistance with the server used with the Software. Third party connectivity tools, such as client VPN software, which must be installed on Spillman equipment, cannot be required by the City.
- 5.2 **City Representative During Onsite Visits.** The City's SAA or another authorized representative of the City must be present when any onsite support is provided. The City agrees that if such representative is not present when the Spillman representative arrives onsite, the Spillman representative shall notify an appropriate representative of the City, if feasible, that there is no the City IT representative present. If the City's IT representative does not arrive within a reasonable time, no work will be performed and the City will be charged for Spillman's expenses relating to the visit. If Spillman's on-site support person determines that changes to the City's system (hardware or software) are required or advisable, it will inform the City's representative. If



such representative is not authorized to make or approve changes to the City's system, as applicable, the City will promptly make available such a person.

- 5.3 **English Language.** All communications between the City and Spillman must be in the English language.
- 5.4 **SAA Assignment.** The City is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6 of this Support Agreement. At least one authorized representative, as specified in Appendix 1 attached hereto, must be available at all times; however, after-hours availability is required only when and if the City is requesting after-hours support from Spillman.
- 5.5 **Security.** The City is responsible for providing all network and server security.
- 5.6 **Error Information.** The City must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.
- 5.7 **CJIS Compliance.** The City is responsible for its own adherence to the FBI Criminal Justice Information Services (CJIS) Security Policy, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (to the extent applicable) and any other applicable security and privacy laws and regulations. Spillman will reasonably cooperate with the City in connection therewith.

## **Section 6: SAA and Support Contact Requirements**

- 6.1 **Certification.** The City's designated SAA must be certified by Spillman within one year of the date of the City's cutover to live operation of the Software ("Go-live"). The designated SAA 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. Basic System Administration, and
    - iv. General training applicable to the Software used by the City.
  - 6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.
- 6.2 **SAA Training Costs.** The City will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.
- 6.3 **SAA and Support Contact Information.** Contact information for the City's SAA(s) and other authorized support contacts must be provided by the City to Spillman's Technical Services department. Any changes to the City's SAA and support contacts names and contact information must be promptly provided to Spillman's support department.

- 6.4 **Qualifications.** Each designated SAA and the City support contact 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 **Support Fees.** During the Initial Support Term, support services are included as part of the initial purchase price paid by the City. Thereafter, the City shall pay Spillman the support fee identified in Exhibit B (Purchased Products and Services) or Spillman support invoice, and any other charges or fees described herein. Spillman reserves the right to change its support fee, effective upon no less than 90 days written notice to the City prior to the end of the current annual period.
- 7.2 **Support Fee Invoices.** Spillman shall invoice the City 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 the City at the beginning of the month following the month in which those charges and expenses accrued or were incurred. the City 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 **Equipment Fees.** The City 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 Software.
- 7.4 **After-Hours Charges.** The City agrees to pay additional charges according to the Spillman Fee Schedule for all work required by the City 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 **Onsite Support** If the City requests onsite support services, the City shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.
- 7.6 **Additional Fees.** Additional support fees may be required by Spillman if there is a significant increase in the City's size with respect to use of the Software. An increase in size may arise either out of the City'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 the City's size occurred. Additionally, Spillman may adjust support fees based on changes in (1) additional licenses or modules purchased by the City, (2) the City's hardware, (3) the Coverage Hours selected by the City, or (4) the City's violation of the restrictions set forth in Section 4.5 of this Support Agreement.

## **Section 8: Termination**

- 8.1 **Automatic Termination.** This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 8.2 **Termination by a Party.** Either party may terminate this Support Agreement as follows:
- 8.2.1 If either Spillman or the City 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 **Final Invoicing upon Termination.** Following termination of this Support Agreement, Spillman shall immediately invoice the City for all accrued fees, charges, and reimbursable expenses; and the City shall pay the invoiced amount immediately upon receipt of such invoice.

## **Section 9: General**

- 9.1 **Incorporation of General Terms.** The terms of Sections 12, 14.14, 14.15, 14.16, 14.17, 19 and 20 of the License Agreement are hereby incorporated into this Support Agreement by reference; provided, however, that for any breach by Spillman or claim against Spillman arising under this Support Agreement, Spillman's cumulative liability will be limited to the support fees paid by the City to Spillman during the preceding twelve (12) month period.

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

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

Signature: \_\_\_\_\_

Print Name: Missy McArthur, Mayor

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Signature: \_\_\_\_\_

Print Name: Barry DeWalt, City Attorney

Date: \_\_\_\_\_

**SPILLMAN TECHNOLOGIES, INC.:**

Signature: \_\_\_\_\_

Print Name:

Date: \_\_\_\_\_

# Section 1: Professional Services

Expires :

12/30/2016

Professional Services	Price
Project Management	\$55,350
Installation	\$42,642
Training	\$58,134
Travel & Per Diem	\$160,400
Phase 1 Network Analysis	<i>no cost</i>
*At no additional cost Spillman agrees to provide a Network Analysis, see Letter of Clarification Response to Item #1	
<b>Services Total</b>	<b>\$316,526</b>

## Trip Details

Project Management	Personnel Onsite	Days Onsite	Number of Trips
Pre-implementation Meeting	Project Manager	1	1
Open House	Project Manager	3	1
Project Team Training	Project Manager	3	1
Acceptance Testing	Project Manager	1-2	1
Go-live	Project Manager	3-4	1
Status Meeting Trips	Project Manager	7	7

Installation	Personnel Onsite	Days Onsite	Number of Trips
Server Installation	Install Technician	3	1
Open House / Technical Briefing	Install Technician	1-2	1
Client Installation	Install Technician	9-11	3
Go-live	Install Technician	3-4	1

Training / Class	Personnel Onsite	Days Onsite	Number of Trips
Technical Briefing / Workflow & For	Lead Trainer	4-5	2
Project Team Training	Lead Trainer	3	1
System Admin Training	Lead Trainer	3	1
CAD Admin Training	Spillman Trainer	3	1
Law Admin Training	Spillman Trainer	3	1
Jail Admin Training	Spillman Trainer	3	1
Geobase Training*	GIS Trainer	1	1
Follow-Up Geobase Training*	GIS Trainer	1	1
Hub / System Fundamentals	Spillman Trainer	9	3
Law & Mobile	Spillman Trainer	12	4
CAD	Spillman Trainer	6	2
Hub / JMS	Spillman Trainer	6	2
Miscellaneous Classes (Pin Mapping, Sex Offender Tracking, Evidence, Etc.)	Spillman Trainer	6	2

Acceptance Testing	Lead Trainer	1-2	1
Mock Go-live	Lead Trainer	1	1
CAD/RMS/Mobile Go-live	Multiple Trainers	6-7	5
JMS Go Live	Multiple Trainers	6-7	5
Refresher Training (3-6 months after Go-live)	Spillman Trainer	3	1

\*Geobase training is completed online. If discovered that onsite help is needed, Spillman will provide onsite Geobase training as shown in the table above at no extra charge.

Per Spillman's response to the Letter of Clarification Item # 21, we also agree to train the following agencies on Spillman Message Center for no additional cost: Child Support Services, Probation, District Attorney, National Park Service, US Forest Service, Marshall's Office, Redding Fire Admin, Shasta County Fire.

## Section 2: Law Application Software License

Expires : 12/30/2016

System Core (functionality used by CAD, RMS, Mobile, AFR, and JMS)	Quantity	Unit Price	Ext. Price
Hub	Site License	NA	\$156,541
Imaging	Site License	NA	\$44,871
Premise & Hazmat	Site License	NA	\$26,917
Data Replication Module	Site License	NA	\$39,678
<i>System Core Subtotal</i>	Site License	NA	<b>\$268,007</b>
Computer Aided Dispatch (CAD)	Quantity	Unit Price	Ext. Price
CAD with Geobase	Site License	NA	\$10,315
CAD Mapping	Site License	NA	\$10,258
Response Plans	Site License	NA	\$5,158
Rip and Run	Site License	NA	\$3,941
<i>CAD Subtotal</i>	Site License	NA	<b>\$29,672</b>
Law Records Management System (RMS)	Quantity	Unit Price	Ext. Price
Law Records	Site License	NA	\$79,412
Evidence Management	Site License	NA	\$23,822
Traffic Information	Site License	NA	\$23,822
Pin Mapping	Site License	NA	\$23,822
Licenses & Permits	Site License	NA	\$19,852
Pawned Property	Site License	NA	\$11,911
Alarm Tracking and Billing	Site License	NA	\$26,917
Sex Offender Tracking	Site License	NA	\$23,822
Vehicle Impound	Site License	NA	\$11,911
Spillman Analytics & CrimeMonitor**	Subscription License	NA	\$21,360
**third party product, source code owned by Lexus Nexus, formerly BAIR Analytics			
<i>RMS Subtotal</i>	Site License	NA	<b>\$266,651</b>
Resource Management	Quantity	Unit Price	Ext. Price
Personnel Management	Site License	NA	\$23,822
Equipment Maintenance	Site License	NA	\$19,852
Fleet Maintenance	Site License	NA	\$11,911
Inventory Management	Site License	NA	\$11,911
<i>Resource Subtotal</i>	Site License	NA	<b>\$67,496</b>

<b>Mobile</b>	Quantity	Unit Price	Ext. Price
Mobile Records	Site License	NA	\$30,342
Mobile Voiceless CAD	Site License	NA	\$30,342
Mobile StateLink (CLETS/NCIC)	Site License	NA	\$30,342
Mobile AVL & Mapping	Site License	NA	\$30,342
Mobile Quickest Route	Site License	NA	\$19,852
Mobile Premise & Hazmat	Site License	NA	\$11,911
Spillman Touch	Site License	NA	\$39,713
<i>Mobile Subtotal</i>	Site License	NA	<b>\$192,844</b>
<b>Automated Field Reporting</b>	Quantity	Unit Price	Ext. Price
Law Incident/Offense Form	Site License	NA	\$39,713
Mobile Arrest Form	Site License	NA	<i>no cost</i>
California Electronic Citation Form (CHP 215)*	Site License	NA	\$92,297
California Electronic Accident Form (CHP 555)	Site License	NA	\$84,813
<p>*Included in the price for the California Electronic Citation Form is the interface and services related to the interface between the Citation Form and the Shasta County Superior Court JALAN system. The timing of the completed interface is expected prior to system Go-live but does require availability and cooperation from the court to work through interface specifics.</p>			
<i>Field Reporting Subtotal</i>	Site License	NA	<b>\$216,823</b>
<b>Corrections Management</b>	Quantity	Unit Price	Ext. Price
Jail Management	Site License	NA	\$40,991
<i>Corrections Subtotal</i>	Site License	NA	<b>\$40,991</b>
<b>SECTION 2 LAW APPLICATION SOFTWARE TOTAL</b>			<b>\$1,082,484</b>



## Section 3: Interfaces

Expires : 12/30/2016

Standard Interfaces:	Quantity	Price
StateLink - Direct Connect CLETS & National Queries	Site License	\$53,843
ECARS Interface	Site License	\$30,342
Coplogic Interface	Site License	\$6,588
Evidence barcoding Interface	Site License	\$11,911
DL Scanning Interface	Site License	\$11,911
VINE Interface	Site License	\$3,917
Keefe Interface	Site License	\$3,917
E9-1-1 Interface	Site License	\$1,547
ProQA Paramount - Medical	Site License	\$3,941
Hip Link (Cell Phone/Text Paging interface)	Site License	\$14,119
Emergency Reporting (FRMS) Interface	Site License	\$5,313
GTL Inmate Phone System Interface	Site License	\$11,911
Master Time Clock Interface*	<i>no cost</i>	
*Spillman will sync the Spillman server to the Spectra Com Master Time Clock, as we have done with other agencies that use this product. However, we cannot configure other devices outside of the Spillman server to this clock.		
<b>Standard Interfaces Subtotal</b>		<b>\$159,260</b>
Custom Interfaces:		
	Quantity	Price
<b>Cogent Interface:</b> See Exhibit B - Interface Descriptions Cogent Interface Statement of Work	Site License	\$60,000
<b>RMS Citation to Shasta County Courts (JALAN) Interface:</b> See Exhibit B - Interface Descriptions JALAN Interface Statement of Work	Site License	\$45,000
<b>Redflex Traffic System Interface:</b> See Exhibit B - Interface Descriptions Redflex Interface Statement of Work	Site License	\$45,000
<b>GTL Visitation Export Interface:</b> See Exhibit B - Interface Descriptions GTL Visitation Export Interface Statement of Work	Site License	\$65,000
<b>Custom Interfaces Subtotal</b>		<b>\$215,000</b>
<b>SECTION 3 INTERFACES TOTAL</b>		<b>\$374,260</b>

## Section 4: Hardware

expires: 12/30/2016

	units	Manufacturer Name	Model	Price	Ext. Price
Support Modem	1	Cisco	891	NA	\$1,254
E911 Etherlite	1	Digi Etherlite	2	NA	\$737
Datalogic Memor Mobile Barcode Scanner	7	Data Logic / Memor	NA	\$1,092	\$7,644
Datalogic Memor Mobile Barcode Cradle (Docking Station)	7	Data Logic / Memor	NA	\$206	\$1,442
Datalogic Gryphon Barcode Scanner (USB)	7	Data Logic / Memor	NA	\$228	\$1,596
Zebra Barcode Label Printer with Labels	7	Zebra	NA	\$845	\$5,915
Panasonic Toughpad FZ-M1 7" Tablet rugged 1.6GHz - 8 GB RAM - 128 GB SSD	6	Panasonic	FZ-M1	\$3,350	\$20,100
Zebra Thermal Printers for traffic citations	6	Zebra	QLN 320	\$1,054	\$6,324
Server Hardware	See Quote from Solutions II on next tab			NA	\$ 261,517.74
<b>SECTION 4 HARDWARE TOTAL</b>					<b>\$306,530</b>



# Price Quote

Quote #: RS-Lin-v3

Client: Spillman  
 Company: Redding-Shasta: Servers, storage & Failover (Linux)  
 Project:

Date: 11.16.16  
 Account Rep.: Jeff Robbins  
 Phone: 801.441.5982  
 Fax:  
 Email: [jeff.robbs@olutions-ii.com](mailto:jeff.robbs@olutions-ii.com)

Notes:

1. Taxes are not included in this price quote and will be invoiced if applicable.
2. Any Shipping/Freight will show as estimated and will be invoiced accordingly.
3. This price quote, supporting configurations, and any associated contracts are confidential to the client specified and Solutions II.
4. Final configuration and prices subject to change based upon the final solutions assurance review and consultation with client.
5. A detailed services Scope of Work (SOW) & MSA Agreement must be executed prior to the commencement of services.
6. Prices quoted assume standard terms and conditions, net 30.

Qty	Part #	Description	Unit Price	Extended Price
<b>Production - Three Servers/One Storage Array</b>				
3	210-ACXS	PowerEdge R630 Server	\$ 1,150.87	\$ 3,452.61
3	329-BCZI	PowerEdge R630 Motherboard MLK		
3	461-AADZ	No Trusted Platform Module		
3	321-BBKK	Chassis with up to 8, 2.5" Hard Drives, Software RAID, 3 PCIe Slots	\$ 79.37	\$ 238.11
3	340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis		
3	338-BJCT	Intel Xeon E5-2690 v4 2.6GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (135W) Max Mem 2400MHz	\$ 2,294.45	\$ 6,883.35
3	338-BJEH	Intel Xeon E5-2690 v4 2.6GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (135W) Max Mem 2400MHz	\$ 2,294.45	\$ 6,883.35
3	370-ABWE	DIMM Blanks for System with 2 Processors		
3	412-AAEF	160W Heatsink for PowerEdge R630		
3	412-AAEF	160W Heatsink for PowerEdge R630		
3	370-ACPH	2400MT/s RDIMMs		
3	370-AAIP	Performance Optimized		
3	780-BBIB	Diskless Configuration (No RAID, No Controller)		
3	405-AACD	No Controller		
3	400-ABHL	No Hard Drive		
6	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	\$ 58.35	\$ 350.10
3	429-AAPS	DVD+/-RW, SATA, Internal	\$ 139.42	\$ 418.26
3	385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	\$ 372.26	\$ 1,116.78
3	330-BBCL	Internal Dual SD Module	\$ 38.90	\$ 116.70
3	385-BBCF	Redundant SD Cards Enabled		
3	385-BBJL	16GB SD Card For iDSDM	\$ 38.90	\$ 116.70
3	385-BBJL	16GB SD Card For iDSDM	\$ 38.90	\$ 116.70
3	429-AAQN	No Optical Drive Internal for 8 HD Chassis		
3	325-BBII	Bezel up to 8 Drive Chassis	\$ 38.90	\$ 116.70
3	770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	\$ 150.01	\$ 450.03
3	384-BBBL	Performance BIOS Settings		
3	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	\$ 546.87	\$ 1,640.61
3	343-BBDK	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630		
3	611-BBBG	No Operating System, No Utility Partition		
3	421-5736	No Media Required		
3	611-BBBE	No-OS Partition Removed		
3	332-1286	US Order		
3	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">http://www.dell.com/contactdell</a>		
3	976-7728	Dell Hardware Limited Warranty Plus On Site Service	\$ 362.00	\$ 1,086.00
3	976-7782	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 5 Year	\$ 403.63	\$ 1,210.89
3	926-8952	5 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack	\$ 3,966.00	\$ 11,898.00
3	900-9997	On-Site Installation Declined		
3	973-2426	Declined Remote Consulting Service		
12	370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	\$ 527.04	\$ 6,324.48
3	540-BBHY	Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile	\$ 451.63	\$ 1,354.89
6	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America		
6	406-BBEB	QLogic 2560, Single Port 8Gb Optical Fibre Channel HBA	\$ 827.84	\$ 4,967.04
1	210-ACCT	PowerVault MD3820f, 16G Fibre Channel, 2U-24 drive	\$ 1,099.02	\$ 1,099.02
1	340-AIOP	SHIP,MD3820f		

1	403-BBFH	Controller, 16G FC, 2U MD38xxF, 8G Cache	\$ 3,491.17	\$ 3,491.17
1	403-BBFH	Controller, 16G FC, 2U MD38xxF, 8G Cache	\$ 3,491.17	\$ 3,491.17
1	325-BBGL	Bezel Assembly, MD3820f	\$ 73.10	\$ 73.10
1	410-1074	No Additional Software		
1	770-BBCL	ReadyRails II Static Rails for 4-post Racks	\$ 86.15	\$ 86.15
1	389-BDZU	Power Supply Regulatory Label, 600W, AC	\$ 374.18	\$ 374.18
1	450-AASQ	Power Supply, AC 600W, Redundant	\$ 374.18	\$ 374.18
1	450-ABLK	5-15P to C13, 10 amp, 6 feet wall plug Power Cord	\$ 17.41	\$ 17.41
1	450-ABLK	5-15P to C13, 10 amp, 6 feet wall plug Power Cord	\$ 17.41	\$ 17.41
1	332-1286	US Order		
1	407-BBOF	2X SFP, FC16, 16GB	\$ 1,138.21	\$ 1,138.21
1	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">http://www.dell.com/contactdell</a>		
1	954-5493	Dell Hardware Limited Warranty Initial Year	\$ 491.40	\$ 491.40
1	954-5494	Dell Hardware Limited Warranty Extended Year(s)	\$ 1,074.06	\$ 1,074.06
1	954-5525	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	\$ 63.18	\$ 63.18
1	954-5526	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	\$ 150.93	\$ 150.93
1	951-6029	5 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack	\$ 6,786.00	\$ 6,786.00
1	973-2426	Declined Remote Consulting Service		
1	900-9997	On-Site Installation Declined		
19	400-ALUT	1TB 7.2K RPM Near-Line SAS 12Gbps 2.5in Hot-plug Hard Drive	\$ 460.32	\$ 8,746.08
5	400-ALXZ	400GB Solid State Drive SAS Mix Use MLC 12Gbps 2.5in Hot-plug Drive, PX04SM	\$ 1,025.94	\$ 5,129.70
<b>DR - Three Servers/One Storage Array</b>				
3	210-ACXS	PowerEdge R630 Server	\$ 1,150.87	\$ 3,452.61
3	329-BCZI	PowerEdge R630 Motherboard MLK		
3	461-AADZ	No Trusted Platform Module		
3	321-BBKK	Chassis with up to 8, 2.5" Hard Drives, Software RAID, 3 PCIe Slots	\$ 79.37	\$ 238.11
3	340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis		
3	338-BJCT	Intel Xeon E5-2690 v4 2.6GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (135W) Max Mem 2400MHz	\$ 2,294.45	\$ 6,883.35
3	338-BJEH	Intel Xeon E5-2690 v4 2.6GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (135W) Max Mem 2400MHz	\$ 2,294.45	\$ 6,883.35
3	370-ABWE	DIMM Blanks for System with 2 Processors		
3	412-AAEF	160W Heatsink for PowerEdge R630		
3	412-AAEF	160W Heatsink for PowerEdge R630		
3	370-ACPH	2400MT/s RDIMMs		
3	370-AAIP	Performance Optimized		
3	780-BBJB	Diskless Configuration (No RAID, No Controller)		
3	405-AACD	No Controller		
3	400-ABHL	No Hard Drive		
6	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	\$ 58.35	\$ 350.10
3	429-AAPS	DVD+/-RW, SATA, Internal	\$ 139.42	\$ 418.26
3	385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	\$ 372.26	\$ 1,116.78
3	330-BBCL	Internal Dual SD Module	\$ 38.90	\$ 116.70
3	385-BBCF	Redundant SD Cards Enabled		
3	385-BBJL	16GB SD Card For IDSDM	\$ 38.90	\$ 116.70
3	385-BBJL	16GB SD Card For IDSDM	\$ 38.90	\$ 116.70
3	429-AAQN	No Optical Drive Internal for 8 HD Chassis		
3	325-BBII	Bezel up to 8 Drive Chassis	\$ 38.90	\$ 116.70
3	770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	\$ 150.01	\$ 450.03
3	384-BBBL	Performance BIOS Settings		
3	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	\$ 546.87	\$ 1,640.61
3	343-BBDK	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630		
3	611-BBBS	No Operating System, No Utility Partition		
3	421-5736	No Media Required		
3	611-BBBE	No-OS Partition Removed		
3	332-1286	US Order		
3	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">http://www.dell.com/contactdell</a>		
3	976-7728	Dell Hardware Limited Warranty Plus On Site Service	\$ 362.00	\$ 1,086.00
3	976-7782	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 5 Year	\$ 403.63	\$ 1,210.89
3	926-8952	5 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack	\$ 3,966.00	\$ 11,898.00
3	900-9997	On-Site Installation Declined		
3	973-2426	Declined Remote Consulting Service		
12	370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	\$ 527.04	\$ 6,324.48

3	540-BBHY	Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile	\$ 451.63	\$ 1,354.89
6	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America		
6	406-BBEB	QLogic 2560, Single Port 8Gb Optical Fibre Channel HBA	\$ 827.84	\$ 4,967.04
1	210-ACCT	PowerVault MD3820f, 16G Fibre Channel, 2U-24 drive	\$ 1,099.02	\$ 1,099.02
1	340-AIOP	SHIP,MD3820f		
1	403-BBFH	Controller, 16G FC, 2U MD38xxF, 8G Cache	\$ 3,491.17	\$ 3,491.17
1	403-BBFH	Controller, 16G FC, 2U MD38xxF, 8G Cache	\$ 3,491.17	\$ 3,491.17
1	325-BBGL	Bezel Assembly, MD3820f	\$ 73.10	\$ 73.10
1	410-1074	No Additional Software		
1	770-BBCL	ReadyRails II Static Rails for 4-post Racks	\$ 86.15	\$ 86.15
1	389-BDZU	Power Supply Regulatory Label, 600W, AC	\$ 374.18	\$ 374.18
1	450-AASQ	Power Supply, AC 600W, Redundant	\$ 374.18	\$ 374.18
1	450-ABLK	5-15P to C13, 10 amp, 6 feet wall plug Power Cord	\$ 17.41	\$ 17.41
1	450-ABLK	5-15P to C13, 10 amp, 6 feet wall plug Power Cord	\$ 17.41	\$ 17.41
1	332-1286	US Order		
1	407-BBOF	2X SFP, FC16, 16GB	\$ 1,138.21	\$ 1,138.21
1	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">http://www.dell.com/contactdell</a>		
1	954-5493	Dell Hardware Limited Warranty Initial Year	\$ 491.40	\$ 491.40
1	954-5494	Dell Hardware Limited Warranty Extended Year(s)	\$ 1,074.06	\$ 1,074.06
1	954-5525	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	\$ 63.18	\$ 63.18
1	954-5526	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	\$ 150.93	\$ 150.93
1	951-6029	5 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack	\$ 6,768.00	\$ 6,768.00
1	973-2426	Declined Remote Consulting Service		
1	900-9997	On-Site Installation Declined		
19	400-ALUT	1TB 7.2K RPM Near-Line SAS 12Gbps 2.5in Hot-plug Hard Drive	\$ 460.32	\$ 8,746.08
5	400-ALXZ	400GB Solid State Drive SAS Mix Use MLC 12Gbps 2.5in Hot-plug Drive, PX04SM	\$ 1,025.94	\$ 5,129.70
<b>Virtualization + DR</b>				
1	VCS6-STD-C	VMWARE VCENTER SERVER 6 STANDARD FOR VSPHERE 6 (PER INSTANCE)	\$ 5,695.25	\$ 5,695.25
1	VCS6-STD-3P-SSS-C	PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VCENTER SERVER 6 STANDARD FOR VSPHERE 6 (PER INSTANCE) FOR 3 YEAR	\$ 3,838.64	\$ 3,838.64
12	VS6-STD-C	VMWARE VSPHERE 6 STANDARD FOR 1 PROCESSOR	\$ 945.25	\$ 11,343.00
12	VS6-STD-3P-SSS-C	PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VSPHERE 6 STANDARD FOR 1 PROCESSOR FOR 3 YEAR	\$ 827.14	\$ 9,925.68
1	VC-SRM6-25S-C	VMWARE SITE RECOVERY MANAGER 6 STANDARD (25 VM PACK)	\$ 4,631.25	\$ 4,631.25
1	VC-SRM6-25S-3P-SSS-C	PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE SITE RECOVERY MANAGER 6 STANDARD (25 VM PACK) FOR 3 YEARS	\$ 3,121.62	\$ 3,121.62
2	RH00003F3	RHEL SVR PREM PHYSICAL OR VIRTUAL N	\$ 3,100.00	\$ 6,200.00
6	P-VASSTD-VS-P0000-00	VEEAM AVAIL-TY S-TE STD VMWARE LICs	\$ 1,035.00	\$ 6,210.00
6	V-VASSTD-VS-P02PP-00	2YR VEEAM AVAIL-TY S-TE STD MLIC	\$ 563.50	\$ 3,381.00
<b>PROFESSIONAL SERVICES</b>				
1	SII-Svcs	Solutions II - Integration Services (includes T&E)	\$ 44,500.00	\$ 44,500.00
			<b>Grand Total</b>	<b>\$ 261,517.74</b>

## Section 5: Third Party Software

Expires : 12/30/2016

	Quantity	Price
c-treeACE database licensing (FairCom)	Site License	\$56,901
HipLink Software	275 Receivers	\$24,970
Command Solutions Software:		
Spillman CompStat Dashboard	Site License	\$68,200
Spillman CAD Dashboard	Site License	\$24,250
Spillman Community (Public) Dashboard	Site License	<i>no cost</i>
<b>SECTION 5 THIRD PARTY SOFTWARE TOTAL</b>		<b>\$174,321</b>
<b>Required Esri Software</b>		
ArcGIS server 9.x or 10.x		
Edition: Standard or above		
Level: Workgroup or above		
If not owned, must be purchased directly from Esri		
ArcGIS Desktop 9.x or 10.x		
Level: ArcView or above		
If not owned, can be purchased either from Esri or from Spillman		
Network Analyst Extension		
Required for Spillman's Quickest Route module		

## Section 6: Miscellaneous

Expires : 12/30/2016

	Tax Rate	Price
Anticipated <b>Hardware</b> Taxes*	7.5%	\$ 22,990
Anticipated Software, Services, Interface and 3rd party Services Taxes*	7.5%	\$ 147,982
	Quantity	Unit Price
Pre-paid Users Conference Registration	12	\$900
		Ext. Price
		\$10,800
	Transaction	Est. Dev Cost
Additional CLETS Transactions	NLETS Law Enforcement Officers Flying Armed (entry)	\$4,200
	DMV - DL Soundex Photo Request	\$10,500
<b>SECTION 6 MISCELLANEOUS TOTAL</b>		<b>\$ 196,472</b>

## Section 7: Grand Total

Expires: 12/30/2016

Section 7: Grand Total	
	Price
<b>1. Professional Services</b>	\$316,526
<b>2. Law Application Software</b>	\$1,082,484
<b>3. Interfaces</b>	\$374,260
<b>4. Hardware</b>	\$306,530
<b>5. Third Party Software</b>	\$174,321
<b>6. Miscellaneous Including Taxes</b>	\$196,472
<b>Grand Total Including Taxes</b>	<b>\$2,450,592</b>
<b>Additional Discount from Spillman</b>	\$35,000
<b>Tax Savings from 35,000 Discount</b>	\$2,625
<b>Grand Total (firm fixed price not to exceed)</b>	<b>\$2,412,967</b>
<b>One Year Warranty With Taxes</b>	\$278,212

2nd Year Support & Maintenance Estimate	
	Price
<b>Second Year Maintenance with Taxes</b>	\$286,559
<b>Yearly Users Conf Fees Built Into Maintenance with Taxes*</b>	\$11,610
<b>Total</b>	<b>\$298,169</b>

\*This annual amount of \$10,800 (before taxes) can be used for Users Conference registration fees, and/or Users Conference travel costs. If not used, this amount will roll over into the next year's Users Conference.



## Section 8 & 9: Warranty & 10 Year Maintenance

Expires: 12/30/2016

The following table represents costs for the warranty period as well as 10 years total maintenance with the costs broken down by year. To fulfill the RFP requirement of providing 10 year maintenance pricing (page 40, lines 1-21 of RFP) we assumed a 3% maintenance increase each year; however, the exact amount of Spillman maintenance increases are determined on a year by year basis. If shortlisted, Spillman anticipates further conversation regarding the RFP requirement to cap annual maintenance increases at the Consumer Price Index (CPI) for the state of California averaged over the previous 12 months (RFP page 40 lines, 10-12).

Warranty & Maintenance	Year 1 Warranty	Year 2 - Maint.	Year 3 Maint.	Year 4 Maint.	Year 5 Maint.	Year 6 Maint.	Year 7 Maint.	Year 8 Maint.	Year 9 Maint.	Year 10 Maint.
Hub*	\$19,490	\$20,075	\$20,677	\$21,297	\$21,936	\$22,594	\$23,272	\$23,970	\$24,689	\$25,430
Imaging	\$6,498	\$6,693	\$6,894	\$7,101	\$7,314	\$7,533	\$7,759	\$7,992	\$8,231	\$8,478
Premise & Hazmat	\$3,899	\$4,016	\$4,136	\$4,261	\$4,388	\$4,520	\$4,656	\$4,795	\$4,939	\$5,087
Data Replication Module	\$5,751	\$5,924	\$6,101	\$6,284	\$6,473	\$6,667	\$6,867	\$7,073	\$7,285	\$7,504
CAD w/ Geobase	\$1,494	\$1,539	\$1,585	\$1,633	\$1,682	\$1,732	\$1,784	\$1,837	\$1,893	\$1,949
CAD Mapping	\$747	\$769	\$792	\$816	\$841	\$866	\$892	\$919	\$946	\$975
Response Plans	\$747	\$769	\$792	\$816	\$841	\$866	\$892	\$919	\$946	\$975
Rip and Run	\$449	\$462	\$476	\$491	\$505	\$521	\$536	\$552	\$569	\$586
CAD Mgmt Dashboard**	\$4,000	\$4,120	\$4,244	\$4,371	\$4,502	\$4,637	\$4,776	\$4,919	\$5,067	\$5,219
Law Records	\$11,499	\$11,844	\$12,199	\$12,565	\$12,942	\$13,330	\$13,730	\$14,142	\$14,567	\$15,004
Evidence Management	\$3,450	\$3,554	\$3,660	\$3,770	\$3,883	\$3,999	\$4,119	\$4,243	\$4,370	\$4,501
Traffic Information	\$3,450	\$3,554	\$3,660	\$3,770	\$3,883	\$3,999	\$4,119	\$4,243	\$4,370	\$4,501
Pin Mapping	\$3,450	\$3,554	\$3,660	\$3,770	\$3,883	\$3,999	\$4,119	\$4,243	\$4,370	\$4,501
License & Permits	\$2,875	\$2,961	\$3,050	\$3,142	\$3,236	\$3,333	\$3,433	\$3,536	\$3,642	\$3,751
Pawned Property	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
Alarm Tracking & Billing	\$3,899	\$4,016	\$4,136	\$4,261	\$4,388	\$4,520	\$4,656	\$4,795	\$4,939	\$5,087
Sex Offender Tracking	\$3,450	\$3,554	\$3,660	\$3,770	\$3,883	\$3,999	\$4,119	\$4,243	\$4,370	\$4,501
Vehicle Impound	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
CompStat Dashboard**	\$9,600	\$9,888	\$10,185	\$10,490	\$10,805	\$11,129	\$11,463	\$11,807	\$12,161	\$12,526
Community (Public) Dashboard**	\$3,908	\$4,025	\$4,146	\$4,270	\$4,398	\$4,530	\$4,666	\$4,806	\$4,951	\$5,099
Spillman Analytics & CrimeMonitor***	\$21,360	\$22,001	\$22,661	\$23,341	\$24,041	\$24,762	\$25,505	\$26,270	\$27,058	\$27,870
Personnel Management	\$3,450	\$3,554	\$3,660	\$3,770	\$3,883	\$3,999	\$4,119	\$4,243	\$4,370	\$4,501

Equipment Maintenance	\$2,875	\$2,961	\$3,050	\$3,142	\$3,236	\$3,333	\$3,433	\$3,536	\$3,642	\$3,751
Fleet Maintenance	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
Inventory Management	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
Mobile Records	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Mobile Voiceless CAD	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Mobile CLETS/NCIC	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Mobile AVL & Mapping	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Quickest Route	\$2,875	\$2,961	\$3,050	\$3,142	\$3,236	\$3,333	\$3,433	\$3,536	\$3,642	\$3,751
Mobile Premise & Hazmat	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
Spillman Touch	\$5,751	\$5,924	\$6,101	\$6,284	\$6,473	\$6,667	\$6,867	\$7,073	\$7,285	\$7,504
Law Incident/Offense Form	\$5,751	\$5,924	\$6,101	\$6,284	\$6,473	\$6,667	\$6,867	\$7,073	\$7,285	\$7,504
Mobile Arrest Form	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Traffic Citation CHP 215	\$15,965	\$16,444	\$16,937	\$17,445	\$17,969	\$18,508	\$19,063	\$19,635	\$20,224	\$20,831
Traffic Accident CHP 555	\$15,965	\$16,444	\$16,937	\$17,445	\$17,969	\$18,508	\$19,063	\$19,635	\$20,224	\$20,831
Jail Management	\$5,936	\$6,114	\$6,298	\$6,486	\$6,681	\$6,881	\$7,088	\$7,301	\$7,520	\$7,745
StateLink (CLETS/NCIC)	\$7,797	\$8,031	\$8,272	\$8,520	\$8,776	\$9,039	\$9,310	\$9,589	\$9,877	\$10,173
ECARS Interface	\$4,394	\$4,526	\$4,662	\$4,801	\$4,945	\$5,094	\$5,247	\$5,404	\$5,566	\$5,733
Coplogic Interface	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
Evidence BarCoding Interface	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
DL Scanning Interface	\$1,725	\$1,777	\$1,830	\$1,885	\$1,942	\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
VINE Interface	\$568	\$585	\$603	\$621	\$639	\$658	\$678	\$699	\$720	\$741
Keefe Commissary Interface	\$568	\$585	\$603	\$621	\$639	\$658	\$678	\$699	\$720	\$741
E9-1-1 Interface	\$224	\$231	\$238	\$245	\$252	\$260	\$267	\$275	\$284	\$292
Pro QA Interface - Medical	\$571	\$588	\$606	\$624	\$643	\$662	\$682	\$702	\$723	\$745
Hiplink Paging Interface	\$4,111	\$4,234	\$4,361	\$4,492	\$4,627	\$4,766	\$4,909	\$5,056	\$5,208	\$5,364
Emergency Reporting Interface	\$1,000	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159	\$1,194	\$1,230	\$1,267	\$1,305
GTL Inmate Phone System Interface	\$1,615	\$1,663	\$1,713	\$1,765	\$1,818	\$1,872	\$1,928	\$1,986	\$2,046	\$2,107
Cogent Interface	\$9,600	\$9,888	\$10,185	\$10,490	\$10,805	\$11,129	\$11,463	\$11,807	\$12,161	\$12,526
RMS Citation to Shasta Courts Interface	\$7,200	\$7,416	\$7,638	\$7,868	\$8,104	\$8,347	\$8,597	\$8,855	\$9,121	\$9,394
Redflex Traffic System Interface	\$7,200	\$7,416	\$7,638	\$7,868	\$8,104	\$8,347	\$8,597	\$8,855	\$9,121	\$9,394
GTL Visitation Export Interface	\$9,600	\$9,888	\$10,185	\$10,490	\$10,805	\$11,129	\$11,463	\$11,807	\$12,161	\$12,526
Totals	\$258,802	\$266,566	\$274,563	\$282,800	\$291,284	\$300,022	\$309,023	\$318,294	\$327,843	\$337,678
Totals with Taxes	\$278,212	\$286,559	\$295,155	\$304,010	\$313,130	\$322,524	\$332,200	\$342,166	\$352,431	\$363,004

\*Included in the maintenance costs for Hub are pass through maintenance costs from FairCom for c-treeACE database licensing. For a copy of Spillman's maintenance agreement with FairCom please see **Exhibit 7** of the RFP response.

\*\*Included in the maintenance costs for the CAD Management Dashboard and the CompStat Dashboard are pass through maintenance costs from Command Solutions. For a copy of Spillman's maintenance agreement with Command Solutions, please see **Exhibit 7** of the RFP response.

\*\*\*Spillman Analytics & Crime Monitor costs are subscription costs and include pass through subscription costs from Lexus Nexus, formerly BAIR Analytics

## Exhibit H: Payment Schedule

Estimated Date	ID Number from Project Schedule	Milestone Description	% Amount
8/1/17	8	Payment upon completion of Onsite Kickoff Meeting	15%
8/11/17	16	Payment upon completion of Network Review and Analysis	10%
8/25/17	19	Payment upon Delivery of Project Planning Report	5%
9/22/17	35	Payment upon City Receiving Exhibit G Hardware	10%
11/3/17	53	Payment upon Server Install on Agency Network	10%
2/16/18	75	Payment upon completion of Admin Training	10%
7/27/18	85	Payment upon completion of CAD/RMS/Mobile end user training	10%
8/31/18	88	Payment upon completion of JMS end user training	10%
1/9/19	107	Payment upon Final System Acceptance	20%



Effective Date	Sept. 3, 2011
Master Deposit Account Number	39874
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

## Three-Party Master Depositor Escrow Service Agreement

### 1. Introduction

This Escrow Service Agreement (the "Agreement") is entered into by and between Spillman Technologies, Inc. ("Depositor"), and by any additional party enrolling as a "Beneficiary" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at [www.ironmountainconnect.com](http://www.ironmountainconnect.com) or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("License Agreement") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

### 2. Depositor Responsibilities and Representations

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

### 3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.

- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

**4. Iron Mountain Responsibilities and Representations**

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "**Authorized Person(s)/Notices Table**" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.
- (e) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.
- (f) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.
- (g) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (h) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

**5. Payment**

The Party responsible for payment designated in Exhibit A ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

**6. Term and Termination**

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("**Initial Term**") and will automatically renew for additional one (1) year terms ("**Renewal Term**") (collectively the "**Term**"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. Effective Date and Deposit Account Number to be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.

- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

**7. Infringement Indemnification**

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

**8. Warranties**

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

**9. Confidential Information**

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

**10. Limitation of Liability**

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY

TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

**11. Consequential Damages Waiver**

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

**12. General**

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.
- (f) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is relied on herein, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.
- (i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph



becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.

- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action.
- (p) Regulations. Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(balance of this page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR	
Signature	<small>Declassified by:</small> <i>Daniel K. Greer</i>
Print Name	Daniel K. Greer
Title	Chief Financial Officer
Date	September 1, 2011   15:46 PT
Email Address	dgreer@spillman.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	<i>M. English</i>
Print Name	Mary K. English
Title	Vice President, Operations
Date	9/2/11
Email Address	ipmclientservices@ironmountain.com

Provide the name and contact information of the Authorized Person under this Agreement. All notices will be sent to the person at the address set forth below.

Depositor Authorized Person/Notices Table (Required information)	
Print Name	Daniel K. Greer
Title	Chief Financial Officer
Email Address	dgreer@spillman.com
Street Address	4625 West Lake Park Blvd.
Province/City/State	Salt Lake City, UT
Postal/Zip Code	84120
Phone Number	801-902-1417
Fax Number	801-902-1210

<p>Approved as to IPM Operational Content: Iron Mountain IPM Service Delivery</p> <p><i>Susannah E. Scott</i></p> <p>Name: Susannah E. Scott, Contracts Specialist Date: September 1, 2011</p>
--

Provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

Billing Contact Information Table (Required information)	
Print Name	Daniel K. Greer
Title	Chief Financial Officer
Email Address	dgreer@spillman.com
Street Address	4625 West Lake Park Blvd.
Province/City/State	Salt Lake City, UT
Postal/Zip Code	84120
Phone Number	801-902-1417
Fax Number	801-902-1210

**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

All notices should be sent to [ipmclientservices@ironmountain.com](mailto:ipmclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

(balance of this page left intentionally blank – EXHIBITS follow)

## Exhibit A

## Escrow Service Work Request

Master Deposit Account Number 39879

Service Check box(es) to order service	Service Description - Three-Party Master Depositor Escrow Service Agreement All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	One- Time Fees	Annual Fees	Paying Party Check box to identify the Paying Party
<input checked="" type="checkbox"/> Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.	\$2,500		<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Deposit Account Fee	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,000	<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Beneficiary	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.		\$700	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 - Deposit Comple Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/ hour	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A	<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

## Exhibit B Deposit Material Description

<b>Company Name</b>		<b>Deposit Account Number</b>	39874
<b>Deposit Name</b>		<b>Deposit Version</b>	

(Deposit Name will appear in account history reports)

**Deposit Media**

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below):			

**Deposit Encryption**

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted?  Yes or  No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

<b>Encryption tool name</b>		<b>Version</b>	
<b>Hardware required</b>			
<b>Software required</b>			
<b>Other required information</b>			

**Deposit Certification (Please check the box below to Certify and Provide your Contact Information)**

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.		<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.	
<b>Name</b>		<b>Name</b>	
<b>Date</b>		<b>Date</b>	
<b>Email Address</b>			
<b>Telephone Number</b>			
<b>Fax Number</b>			

**Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:**

Iron Mountain Intellectual Property Management, Inc.  
 Attn: Vault Administration  
 2100 Norcross Parkway, Suite 150  
 Norcross, GA 30071  
 Telephone: 800-875-5669  
 Facsimile: 770-239-9201

## Exhibit C

### Release of Deposit Material

Master Deposit Account Number	39874
-------------------------------	-------

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

**1. Release Conditions.**

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):

- (i) Depositor ceases to actively conduct its business as a going concern, or liquidates, dissolves, terminates or suspends its business without a successor; or
- (ii) Depositor terminates all customer support and maintenance for the software licensed to Beneficiary; or
- (iii) Depositor becomes subject to bankruptcy proceedings for liquidation or dissolution (voluntary or involuntary, if not contested by Depositor in a timely manner); or
- (iv) Depositor's breach of any obligation identified as a source code escrow release condition in the license agreement or other agreement between the Depositor and Beneficiary.

**2. Release Work Request.**

A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.

**3. Contrary Instructions.**

From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor's Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction.

**4. Release of Deposit Material.**

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

**5. Termination of Agreement.**

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain. For the avoidance of doubt, each enrollment of a Beneficiary made by the respective parties signing the Beneficiary Enrollment Form attached hereto as Exhibit E constitutes and shall be construed as a separate agreement between Iron Mountain, Depositor and the signing Beneficiary.

**6. Right to Use Following Release.**

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

**Exhibit D  
Auxiliary Deposit Account to Escrow Agreement**

<b>Master Deposit Account Number</b>	39874
<b>Auxiliary Deposit Account Number</b>	

\_\_\_\_\_ (“**Depositor**”), and Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”) have entered into the above referenced Escrow Agreement (“**Agreement**”). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts (“**Auxiliary Deposit Account**”) for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: \_\_\_\_\_ (“**Deposit Account Name**”).

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

**Depositor Authorized Person(s) Notices Table**

Please provide the name(s) and contact information of the Depositor Authorized Person(s) for this Deposit Account. It is the intent of the Parties that the individual identified below will act as the Authorized Person with respect to this Deposit Account. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

<b>Print Name</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Street Address</b>	
<b>Province/City/State</b>	
<b>Postal/Zip Code</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	

**Billing Contact Information Table**

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

<b>Company Name</b>	
<b>Print Name</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Street Address</b>	
<b>Province/City/State</b>	
<b>Postal/Zip Code</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

<b>DEPOSITOR</b>	
<b>Signature</b>	
<b>Print Name</b>	
<b>Title</b>	
<b>Date</b>	
<b>Email Address</b>	

<b>IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.</b>	
<b>Signature</b>	
<b>Print Name</b>	
<b>Title</b>	
<b>Date</b>	
<b>Email Address</b>	ipmclientservices@ironmountain.com

## Exhibit E Beneficiary Enrollment Form

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that **Beneficiary Company Name:** \_\_\_\_\_ is the Beneficiary referred to in the Escrow Agreement that supports **Deposit Account Number:** 39874 with Iron Mountain as the escrow agent. Beneficiary hereby agrees to be bound by all provisions of such Agreement. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR		BENEFICIARY	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input type="checkbox"/> <i>Check if same as Authorized Person</i>		<input type="checkbox"/> <i>Check if same as Authorized Person</i>	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Purchase Order #		Purchase Order #	

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description	One-Time Fees	Annual Fees	Paying Party
<input type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.		\$700	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to [ipmclientservices@ironmountain.com](mailto:ipmclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201



## Exhibit Q

### Escrow Deposit Questionnaire

#### Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

#### Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

#### Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion.

#### General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. If the deposit is on magnetic tape media, what tape format (e.g. DAT DDS4, DLT 8000, LTO-3, etc.) will be used for the deposit?
4. Again if the deposit is on tape, what operating system and version was used to create the tape and what tools (either native OS or commercial (e.g. Backup Exec, NetBackup, etc.) were used to load the data; if a third party or commercial software tool was used, please specify the vendor and exact version of the tool used.
5. Will the deposit be in the format of a database/repository of any type of Versioning or Configuration Management Tool (e.g. Visual Source Safe, Clearcase, Perforce, etc.) or will the software in the deposit be in a clear text/native file system format? If a Versioning or CM tool will be necessary to examine any part the deposit contents, please specify the Vendor and tool and exact version used.
6. Is the software deposit encrypted, including password protected archives, in any way? If so, what tool and version will be used to perform the encryption and will all necessary userids, passwords or encryption keys be provided to support extraction of the software?
7. What is the total uncompressed size of the deposit in megabytes?

#### Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.); please include any additional peripheral devices that may be necessary to support correct function of the software/system.
2. What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine?
3. Beyond the operating systems, what additional third party software and tools are required to execute the escrowed software and verify correct operation? Please provide vendor and versions of all third party tools or libraries required to completely configure a system suitable to support functional testing.
4. If a database of any kind is required to support functional testing of the software, does the escrow deposit contain or can the depositor provide scripts and backups/imports necessary to create a database instance suitable to support functional testing. Note: a database containing test data is satisfactory to support functional testing so long as the data is realistic.
5. Approximately how much time is required to setup and configure a system suitable to support functional testing?
6. Approximately how much time would be required to perform a set of limited tests once a test system is configured?
7. Does the escrow deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing?
8. With the exception of any database identified above, are any connections to external data sources, feeds or sinks required in order to support the proper functioning of the software and to support testing of the software?

#### Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) What types of source code make up the escrow deposit (e.g. – C++, Java, etc.)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software? Please specify vendor, tool name and exact or minimum required version.

9. If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation?
10. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
11. Does the escrow deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation?
12. Do you have an internal QA process? If so, please give a brief description of the testing process.
13. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

<b>Company</b>	
<b>Print Name</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Street Address</b>	
<b>Province/City/State</b>	
<b>Postal/Zip Code</b>	
<b>Phone Number</b>	

For additional information about Iron Mountain Technical Verification Services, please contact Iron Mountain at (800) 875-5669.

**Certificate of Completion**

Envelope Number: 1B61E6ABB1914BA19EB34E4404BB4486  
 Subject: Please DocuSign this document: spillman stamped 9-1-11.pdf  
 Source Envelope:  
 Document Pages: 14  
 Certificate Pages: 1  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled

Signatures: 1  
 Initials: 0

Status: Completed  
 Envelope Originator:  
 Ryan Armer  
 120 Turnpike Road  
 Southborough, MA 01772  
 ryan.armer@ironmountain.com  
 IP Address: 216.229.152.50

**Record Tracking**

Status: Original  
 9/1/2011 3:28:20 PM PST


Holder: Ryan Armer  
 ryan.armer@ironmountain.com

Location: DocuSign

**Signer Events**

Daniel K. Greer  
 dgreer@spillman.com  
 Security Level: Email, Account Authentication  
 (None)  
 Consumer Disclosure:  
 Not Offered  
 ID:

**Signature**

DocuSigned by:  
  
 A2872D6021CF40C...  
 Using IP Address: 65.121.182.3

**Timestamp**

Sent: 9/1/2011 3:38:40 PM PT  
 Delivered: 9/1/2011 3:39:56 PM PT  
 Signed: 9/1/2011 3:46:21 PM PT

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Tadiana Jones  
 tjonesdjp@aol.com  
 Security Level: Email, Account Authentication  
 (None)  
 Consumer Disclosure:  
 Not Offered  
 ID:

**COPIED**

Sent: 9/1/2011 3:38:40 PM PT  
 Delivered: 9/1/2011 3:40:14 PM PT

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/1/2011 3:38:40 PM PT
Certified Delivered	Security Checked	9/1/2011 3:39:56 PM PT
Signing Complete	Security Checked	9/1/2011 3:46:21 PM PT
Completed	Security Checked	9/1/2011 3:46:21 PM PT



# AGENDA ITEM

**April 4, 2017, City Council Meeting**

**Approved for Submittal By:**

  
Jeff Kiser, City Manager

**To Be Presented By:**

  
David Durette P.E., City Engineer

To: Honorable Mayor and Members of the Anderson City Council

Through: Jeff Kiser, City Manager

From: David Durette P.E., City Engineer

Date: April 4, 2017

## **SUBJECT**

**Approve an Agreement for Environmental Consulting Services with ENPLAN**

## **RECOMMENDATION**

The City Engineer recommends that the City Council:

**Authorize the City Manager to execute a limited-term agreement with ENPLAN for specialized environmental consulting services for the proposed Anderson Heights Reservoir Replacement Project.**

## **FISCAL IMPACT**

The proposed agreement with ENPLAN would provide the city with environmental consulting services for project analysis and preparation of the CEQA/NEPA Documentation for the Anderson Heights Reservoir Replacement project for the total amount of \$34,914.

The Anderson Heights Reservoir Replacement project will utilize funding (grant/loan) from the Drinking Water State Revolving Fund (DWSRF). Upon approval of the City's

DWSRF project funding application, all project environmental fees would be reimbursed back to the City.

#### **DISCUSSION and BACKGROUND**

The City submitted a grant application for the replacement of the Anderson Height Reservoir with a new 1.4 million gallon tank. The SWRCB requested additional environmental studies for the proposed project. The City issued a request for proposal from environmental consultants on March 13, 2017 and received two proposals. Staff review of both proposals and ENPLAN was the selected firm.

Since 1980 ENPLAN has provided environmental consulting services and analysis for multiple construction projects and land developments, including the City of Anderson. The Environmental Services Manager, Don Burk, has more than 30 years of experience in the environmental consulting field and will lead the ENPLAN team to perform the work and generate the necessary environmental documentation.

If approved by the City Council, ENPLAN will undertake the specialized environmental work immediately and it is anticipated that the Anderson Heights Reservoir Replacement CEQA/NEPA documentation can be completed by July 1, 2017. Upon the completion of the environmental documents, the City will submit this information to SWRCB for advancing the City's funding application.

#### **ATTACHMENT**

1. Proposed Agreement and Exhibits.

**CITY OF ANDERSON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENVIRONMENTAL SERVICES**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Anderson, a California municipal corporation ("City"), and Enplan ("Consultant").

**I. RECITALS**

A. Consultant desires to perform and assume responsibility for the provision of professional environmental consultant services required by the City on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the City, dated March 13, 2017, (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform those services

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. City desires to engage Consultant to render such services as set forth in this Agreement.

**II. AGREEMENT**

**1. Scope of Services.**

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional environmental consultant services ("Services"). The Services are more particularly described in Exhibit "A."

**2. Schedule of Services.**

2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit "A."

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

### **3. Fees and Payments.**

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A." The total compensation shall not exceed thirty four thousand, nine hundred and fourteen dollars without City's prior written approval.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

### **4. Changes.**

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

### **5. Responsibilities of Consultant.**

5.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant or replaced with the written approval of the City which shall not be unreasonably withheld.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

5.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

## 6. Insurance.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

6.2 Types of Required Coverage. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.



### 6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

## **7. Ownership of Materials and Confidentiality.**

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of

expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City’s sole risk.

7.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

## **8. Accounting Records.**

8.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the City and its auditor’s accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

## **9. Subcontracting.**

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

## **10. Termination of Agreement.**

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this

Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**11. General Provisions.**

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

City of Anderson  
1887 Howard Street  
Anderson, CA 96007  
Attn: Jeff Kiser, City Manager

Consultant:

Enplan  
3179 Bechelli Lane  
Redding, CA 96002  
Attn.: Don Burke, Environmental Services Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay

and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

11.3 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

11.4 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

11.5 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

11.6 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

11.8 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

11.9 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.10 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

11.13 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Shasta County.

11.14 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.15 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

11.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.17 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

11.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF ANDERSON

ENPLAN

By: \_\_\_\_\_  
Jeff Kiser  
City Manager

By: \_\_\_\_\_  
Don Burke  
Environmental Services Manager

*Attest:*

*Attest:*

By: \_\_\_\_\_  
Juanita Barnett  
City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Approved as to Form:*

By: \_\_\_\_\_  
Burgess and Bogener  
City Attorney

**EXHIBIT "A"**  
**CONSULTANT PROPOSAL**



BD-06  
March 13, 2017

Jim Hamilton, AICP  
Consulting City Planner  
City of Anderson  
1887 Howard Street  
Anderson, CA 96007

**SUBJECT: Proposal to Provide CEQA/NEPA Documentation for the Anderson Heights Reservoir Replacement Project**

In response to your request, ENPLAN is pleased to provide you with a work scope and cost estimate for preparation of environmental documentation in support of the Anderson Heights Reservoir Replacement Project in the City of Anderson, Shasta County.

## **1. EXECUTIVE SUMMARY/PROJECT UNDERSTANDING**

The project entails replacement of the existing Anderson Heights 1 million gallon (MG) concrete water reservoir with a new 1.4 MG welded steel tank that will be located on the developed site of the existing water storage reservoir. The new tank would be 40 feet high by 75 feet in diameter, and would be coated on both the interior and exterior. A pressure-reducing valve would also be constructed within public right-of-way at the south end of West Street in Anderson. We understand that related improvements would include re-grading of the existing reservoir site, construction of underground inlet and outlet piping, installation of concrete footings, improvements to the access road, installation of a SCADA level control system, modifications to the perimeter fence, installation of overflow discharge piping and tank disinfection equipment, and demolition of the existing tank. The project will utilize funding from the Drinking Water State Revolving Fund (DWSRF) administered by the State Water Resources Control Board (SWRCB), on behalf of the U.S. Environmental Protection Agency (EPA), and thus, the project must meet National Environmental Policy Act (NEPA) requirements. The requirements of the California Environmental Quality Act (CEQA) must also be met.

## **2. FIRM ORGANIZATION**

ENPLAN contact information: 3179 Bechelli Lane, Suite 100, Redding, CA 96002; (530) 221-0440. Project Manager Donald Burk can be reached at extension 7102 or at [dburk@enplan.com](mailto:dburk@enplan.com).

Since being founded in 1980, ENPLAN has provided environmental consulting services for over 1,000 separate projects throughout northern California, including over 50 water and sewer system improvement projects. We are very familiar with the project site and vicinity, and resources potentially present, having completed environmental studies for several projects in the local area.

Our project team is available to start work on the project immediately following contract approval and within the required timeline as discussed under Section 7, "Project Timeline."

below. We anticipate all work can be completed by our in-house specialists. Any changes to the project team will be discussed in advance with City staff for approval. Key ENPLAN staff are listed below, along with a summary of their anticipated assignments and an overview of their qualifications. Additional project experience and qualifications are documented in the attached resumes. All staff meet the minimum required professional qualifications and possess valid licenses and permits, as needed.

**Donald Burk, Environmental Services Manager, will serve as project manager. In addition to overall project management, Mr. Burk will be responsible for conducting the botanical evaluation; preparing portions of the environmental documents; in-house review of all technical studies; attendance at meetings with City staff and agencies; and participation in scheduling, progress reviews, and quality control. Mr. Burk's qualifications include:**

- **Master of Science degree in Botany from California State University, Chico. Bachelor of Arts degrees in Chemistry and Biological Sciences from California State University, Chico.**
- **Over 30 years of experience in CEQA/NEPA preparation, with an emphasis on public facilities projects and rural environments. This experience includes work on highly controversial projects as well as numerous transportation improvement projects; water system improvement projects; wastewater collection, treatment, and disposal facilities; and power generation and transmission facilities.**
- **Extensive experience with natural resource studies in northern California, which has led to a solid understanding of state and federal Endangered Species Acts, California Fish and Wildlife Code §1600, and §404 of the Clean Water Act.**

**Carla L. Thompson, AICP, Senior Environmental Planner, will be responsible for preparation of CEQA and NEPA documentation. Ms. Thompson's qualifications include:**

- **Bachelor of Arts degree in Organizational Leadership, Simpson University, Redding. Land Use and Environmental Planning Program, University of California, Davis.**
- **Over 19 years of professional experience related to land use and planning law, natural resources management, environmental compliance, and project management.**
- **Extensive experience managing and authoring CEQA and NEPA documents for both public and private sector development. Recent projects at ENPLAN include wastewater treatment and collection system improvements, bridge replacement and road infrastructure. Previously, Ms. Thompson was the Development Services Director for the City of Shasta Lake and oversaw the Planning, Building and Code Enforcement Divisions for the City.**

**John Luper, Environmental Scientist, will conduct the air emissions modeling, draft portions of the environmental documents, and prepare GIS mapping as needed. Mr. Luper's qualifications include:**

- **Bachelor of Science degree in Botany and Biology with an Environmental emphasis from California State University, Humboldt.**

- Over five years of experience preparing CEQA/NEPA documents, including Initial Studies, Environmental Impact Reports, Environmental Assessments, "CEQA-Plus" documents, and supporting environmental studies.
- Over eight years of experience delineating wetlands and securing resource-agency permits, including Streambed Alteration Agreements, Water Quality Certifications, Nationwide Permits, Letters of Permission, and Individual (404) Permits.
- Skilled in GIS applications and project mapping, as well as in coordinating and managing geodatabase development for field data collection using Trimble GPS and ESRI ArcPad.
- QSD No. 22990, and CPESC No. 6936.

**Lindsay Kantor, Wildlife Biologist/Environmental Planner, will conduct the special-status species database searches and wildlife field studies, and assist with preparation of environmental documents. Ms. Kantor's qualifications include:**

- Bachelor of Science degree in Environmental Protection and Management from California Polytechnic State University, San Luis Obispo.
- Over six years of experience preparing biological evaluations and environmental documents for CEQA/NEPA compliance for residential, industrial, public infrastructure, and recreation projects.
- Conducted habitat assessments and focused surveys for special-status plants and wildlife that include Swainson's hawk, white-tailed kite, burrowing owl, western pond turtle, giant garter snake, and vernal pool branchiopods.

**Heidi Shaw, Archaeologist/Cultural Resources Manager, will be responsible for the overall cultural resources study and final report preparation. Ms. Shaw's qualifications include:**

- Master of Science degree in Anthropology from Durham University, United Kingdom. Bachelor of Arts degree in Archaeological Practice from Australian National University.
- Meets the Department of the Interior's Professional Qualification Standards in archaeology and is a Registered Professional Archaeologist.
- Has over four years of experience as a professional archaeologist, conducting cultural resource surveys, excavations/site data recovery, archival research, and laboratory analysis.

**Jacques Peltier, Archaeologist, will conduct the cultural record searches, Native American and agency consultation, and the cultural resources field survey, and will help draft the study report. Mr. Peltier's qualifications include:**

- Master of Science degree in Anthropology from California State University, Chico (expected December 2017). Bachelor of Arts degree in Anthropology from California State University, Chico.
- Possesses a Cultural Resource Management Certificate.

- Has over four years of experience as an archaeologist, conducting pre-field research, archaeological field surveys, excavation, soil analysis, and post-field analysis of prehistoric and historic artifacts.

### **3. PROJECT SPECIFIC CEQA/NEPA ANALYSIS/ASSESSMENT EXPERIENCE**

ENPLAN has extensive experience preparing environmental documentation for municipal water improvement projects throughout northern California. Over the past two years we have completed CEQA and/or NEPA environmental reviews for the following municipal water supply projects:

- The Dunsmuir Downtown Tank Relocation and Replacement Project, which involves replacement of a 400,000-gallon concrete tank with a 900,000 welded steel tank, installation of two pressure-reducing valves, and access improvements. In addition to an Initial Study/Mitigated Negative Declaration, ENPLAN is currently completing NEPA environmental documentation in support of federal funding through the DWSRF and USDA Rural Development.
- The North and South Dunsmuir Water Main Replacement Projects, which entailed replacement of over 3,000 lineal feet and 2,300 lineal feet of water pipe, respectively, in the City of Dunsmuir, as well as associated valves, fire hydrants, and related improvements. ENPLAN prepared CEQA documentation for both of these projects.
- The Big Lakes Water Line Replacement Project in the City of Mt. Shasta, which entailed replacement of over 4,800 lineal feet of water pipe, replacement of a pressure-reducing valve, as well as installation of fire hydrants, meter boxes, and associated improvements. ENPLAN prepared CEQA documentation for this project.
- The Bypass Water Supply Pipeline Project in the City of Weed, which consists of installation of 3,500 lineal feet of water main and installation of two supervisory valves. ENPLAN recently completed the Initial Study/Mitigated Negative Declaration as well as the NEPA Environmental Package in support of federal funding through the DWSRF.
- The Bel Air Tank Replacement Project in the City of Weed. ENPLAN prepared the CEQA documentation for this 450,000-gallon tank replacement project as well as NEPA documentation for the U.S. Department of Housing and Community Development in support of Community Development Block Grant funding.

Other water tank projects for which ENPLAN has been responsible for CEQA/NEPA compliance include the 0.13 MG Rolling Hills Mutual Water District tank near the City of Yreka, the 0.4 MG and 1.0 MG Weaverville Community Services District tanks, the 0.09 MG Carrick Addition tank, the 4.0 MG Buckeye tank in the City of Redding, the 3.0 MG City of Red Bluff tank, the 1.0 MG Cady Springs tank in the City of Susanville, and four separate tanks for the Bella Vista Water District including the 0.5 MG Zone C-1 tank, the 2 MG Filter Plant Stand Pipe, the 3 MG Tank No. 1, and the 4MG Tank No. 2.

#### **4. CEQA AND DWSRF ENVIRONMENTAL CLEARANCE REQUIREMENTS**

For the Anderson Heights Reservoir Replacement Project, the environmental review requirements of both NEPA and CEQA must be met. We anticipate that coverage under CEQA will be met through preparation of an Initial Study and Mitigated Negative Declaration (IS/MND); the City of Anderson will serve as the CEQA lead agency. The SWRCB, with funding from the DWSRF, will be the federal lead agency for the project. SRF environmental requirements will be met through completion of an Environmental Package.

#### **5. PUBLIC PARTICIPATION APPROACH**

For the purposes of CEQA, due to the nature of the project and level of CEQA coverage that is necessary, public involvement will be limited to the opportunity to review and comment on the draft IS/MND during the 30-day public review period. This task is discussed under Section 6.2, "CEQA Documentation" below. We anticipate that public participation/review under the NEPA process would be limited to the opportunity to comment on the Finding of No Significant Impact (FONSI).

#### **6. PROJECT SPECIFIC REPORTS**

##### **6.1 TECHNICAL STUDIES**

Technical studies needed in support of the project include biological studies, a cultural resources study, and an air quality/greenhouse gas emissions analysis. Details of each technical study are provided below.

##### **Biological Studies**

Special-status plant and animal species could potentially occur in the vicinity of the project site. Biological field studies to document the presence, potential presence, or absence of special-status species will be conducted in accordance with current agency standards, as outlined below.

Pre-field Research. ENPLAN will conduct a biological records search prior to initiating fieldwork in order to obtain information on special-status species previously reported in the vicinity. Records reviewed will include those maintained by the U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), California Department of Fish and Wildlife (CDFW), and California Native Plant Society.

Botanical Field Survey. We will conduct a botanical field survey of the project site to document the plant communities present on the site and determine their potential to support special-status species. Plant species observed in the field will be identified to the lowest taxonomic level possible, given seasonal constraints. Surveys will be conducted on up to two occasions during the course of our study to ensure that all special-status species would be detected.

Wildlife Field Survey. A general wildlife survey will be undertaken by our wildlife biologist. A list of wildlife species observed in the field will be prepared. Any identified occurrences of special-status wildlife populations or important habitats for special-status wildlife will be documented and mapped. Completion of species-

specific surveys, if required by reviewing agencies, would be undertaken under a separate authorization.

**Wetland Screening.** ENPLAN will conduct a field assessment of vegetation, soils, and hydrologic characteristics in the study area to determine if any wetlands or "Other Waters of the United States" (e.g., streams) are present on the site. If such features are present, we will map the approximate site boundaries for your review. In the unlikely event that streams or wetlands are present and would be affected by development, we would recommend completion of a delineation report meeting Corps of Engineers standards.

**Report Preparation.** Results of the biological field studies will be incorporated directly into the Initial Study and Environmental Package. Documentation will include a description of existing conditions, our study methodology, the results of our records search and field studies, an impact assessment, and recommended mitigation measures, as well as appropriate maps, photographs, data forms, species lists, and other supporting information.

### **Cultural Resources Study**

ENPLAN will prepare a cultural resources study that meets the requirements of both CEQA and Section 106 of the National Historic Preservation Act. Section 106 compliance will in turn ensure compliance with NEPA standards triggered by federal funding for the project. The cultural resources study will address all areas that will be disturbed during project construction and operation, and will be conducted in accordance with the following scope:

**Records Search.** ENPLAN will conduct a cultural resources records search at the Northeast Information Center of the California Historical Resources Information System at California State University, Chico (NE/CHRIS) and review Government Land Office (GLO) records as appropriate. It is our understanding that the existing water treatment plant facilities are less than 50 years, and therefore, would not be considered as historic resources.

**Agency and Tribal Contacts.** We will contact the Native American Heritage Commission for information relating to any previously recorded Traditional Cultural Properties or sacred sites and to receive a listing of local Native Americans who may wish to express their concerns regarding the project. We will then contact local individuals, historical societies, and Native American groups/individuals in order that they may add light to the prehistoric/historic context of the area. Additionally, if needed, we will provide the City with a template letter for notification of the proposed project to be sent to Tribes with ancestral claims to the project area that have requested AB 52 consultation. Our current scope does not include participation in AB 52 consultation, but we are available to do so under separate authorization.

**Field Survey.** We will conduct a general-level pedestrian field survey of the study area. All observed cultural resources will be noted and GPS coordinates taken. If cultural resources have been previously recorded from within the study area, we will attempt to relocate the sites. Our scope does not include site recording or evaluation.

**Report Preparation.** ENPLAN will prepare a cultural resources study report outlining the project description, context, methodology, results, and our recommendations. The report will be prepared to meet both CEQA and Section 106 standards. A draft report will be submitted to City staff; after making any warranted revisions, we will then submit the final report to NE/CHRIS and, if requested, to reviewing agencies.

**SHPO Consultation.** If requested by SWRCB staff, ENPLAN will submit the cultural resources study report and a request for concurrence with our findings to the State Historic Preservation Officer (SHPO). If comments are provided by SHPO, we will revise our report as needed and re-submit it for final review. If SHPO does not respond within 30 days of receipt of the request, compliance with Section 106 is complete.

### **Air Quality/Greenhouse Gas Emissions**

In accordance with Shasta County Air Quality Management District (AQMD) requirements, we will evaluate emissions resulting from project construction and long-term operation. CalEEMod and/or other programs acceptable to the AQMD will be used for the analysis. Emissions to be evaluated will include criteria air pollutants and greenhouse gas emissions. Projected emission quantities will be compared with existing state and federal standards to determine significance. In the absence of specific significance thresholds, AQMD staff will be consulted to identify an appropriate threshold for the significance determination. For greenhouse gas emissions, incorporation of best management practices to minimize emissions is generally accepted as adequate avoidance/mitigation. If additional mitigation is required, our team will work with the City and AQMD to jointly identify appropriate control measures to help mitigate impacts to air quality.

## **6.2 CEQA DOCUMENTATION**

### **Administrative Draft IS/MND Preparation**

ENPLAN will prepare an Administrative Draft IS/MND for the proposed project that will include the following components: introduction, project description, impact analyses, and supporting documentation. The Administrative Draft IS/MND will be provided to City staff for advance review.

### **Final IS/MND Preparation**

If needed, we will meet with City staff following review of the administrative draft IS/MND to discuss any comments, and will then revise the document as warranted. Up to 20 bound copies and 20 CDs of the IS/MND will be prepared for public and agency distribution. ENPLAN will prepare the Notice of Availability/Intent to Adopt the MND and circulate the report to appropriate entities, including the State Clearinghouse, via e/Signature Confirmation. We will also draft a newspaper notice for publication by City staff.

Upon close of the review period, we will prepare responses to public and agency comments; our allocation of professional staff time for responding to comments is limited to eight hours. A memorandum consisting of the responses to comments and a final Mitigation Monitoring and Reporting Program will be submitted to City staff. If requested, ENPLAN will attend a public hearing before the City to present our findings and recommendations, and to respond to questions that may arise. Upon approval of the MND,

ENPLAN will prepare a Notice of Determination for submittal to the State Clearinghouse; posting of this notice starts the 30-day statute of limitations on court challenges to the approval under CEQA.

### **6.3 NEPA DOCUMENTATION**

ENPLAN will prepare and submit a draft Environmental Package for review by City staff. The report will be prepared in accordance with SRF standards, and include discussions with respect to air quality, important farmlands, floodplains, wetlands, cultural resources, biological resources, water quality, and other issues.

Following review, we will make changes as warranted and submit the final document for City approval, signature, and inclusion in the funding application package. ENPLAN will then provide follow-up consultation with SWRCB staff through to their approval of the documentation and issuance of environmental clearance; we anticipate that this will include one subsequent round of report revisions.

### **6.4 GENERAL PROJECT MANAGEMENT AND SUPPORT**

ENPLAN will prepare a CEQA/NEPA Documentation Work Plan for review by City staff at the start of the project. ENPLAN will participate in project management tasks that include attendance at up to two meetings with City staff. ENPLAN will also provide the City with regular updates, including meeting minutes, as the project progresses.

## **7. PROJECT TIMELINE**

ENPLAN is prepared to begin work immediately upon receipt of notice to proceed. We will work closely with City staff and the SWRCB representative to complete the work in an expeditious manner. We understand that the project is scheduled to commence no later than April 15, 2017, and that the completion date for both CEQA and NEPA documentation is July 1, 2017. We are prepared to meet this aggressive schedule provided that no contingencies arise. To help expedite the schedule, we propose to invite CDFW staff for a field review of the project at the outset of our work. It is our experience that this increases their confidence in our environmental documentation, and results in a much more focused letter of comment from the agency once the Initial Study is released, which avoids delays in CEQA completion.

One contingency that could cause an unavoidable delay would be a request for Native American consultation in accordance with AB 52. This recent legislation requires that, if a written request has been received from a California Native American tribe, prior to the release of a Negative Declaration, the lead agency shall notify/consult with the tribe. The lead agency must provide formal notification to the tribe and allow 30 days for the tribe to respond with a request for consultation. The City then has 30 days in which to initiate consultation. Consultation is an on-going process with no set time frame for completion. The Wintu Tribe of Northern California has recently been submitting AB 52 consultation requests to local agencies. If the City of Anderson has received such a request from the Wintu Tribe or other qualified tribe, and the tribe requests AB 52 consultation for this project, it is likely that the City's environmental review schedule would have to be extended to accommodate the consultation process.



With regard to NEPA, we will be prepared to submit the draft Environmental Package to DWSRF as soon as CEQA review is complete, presumably by July 1. Final NEPA approval and issuance of a FONSI would occur thereafter. If the SWRCB requests State Historic Preservation Office (SHPO) review of the cultural resources study, a minimum of 30 days must be allowed for that review.

## 8. COST PROPOSAL

In accordance with the RFP, a cost proposal is included in a separate, sealed envelope.

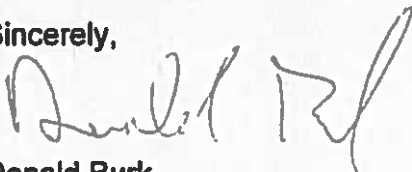
## 9. REFERENCES

The following is a list of references for municipal water supply projects that ENPLAN has recently completed CEQA and/or NEPA environmental review.

- State Water Resources Control Board, Drinking Water State Revolving Fund. Contact: Gabriel Edwards, Environmental Scientist. (916) 449-5990. 1001 I Street, Sacramento, CA 95814
- Shasta County. Contact: Shawn Ankeny, Supervising Engineer - Public Works. (530) 245-6810. 1855 Placer Street, Redding, CA 96001
- City of Weed. Contact: Ron Stock, City Manager. (530) 938-5020. 550 Main Street, Weed, CA 96094
- PACE Engineering, Inc. Contact: Paul Reuter, Managing Engineer. (530) 244-0202. 1730 South Street, Redding, CA 96001
- Bella Vista Water District. Contact: Don Groundwater, District Engineer. (530) 241-1085, ext. 114. 11368 E. Stillwater Way, Redding, CA 96003

Please contact me if you have any questions regarding our proposal, or if you would like to schedule an interview.

Sincerely,



Donald Burk  
Environmental Services Manager

**DONALD M. BURK**  
*Environmental Services Manager*

**Education**

M.S. Botany  
California State University, Chico  
B.A. Chemistry and Biological Sciences  
California State University, Chico

**Professional Affiliations and Certifications**

Society of Wetland Scientists  
California Botanical Society  
California Native Plant Society  
Association of Environmental Professionals

Donald Burk has an in-depth background in a broad spectrum of environmental studies. His academic background includes graduate studies in environmental analysis methodology, biological sciences, and community planning. He has continued his professional development through completion of specialized courses in wetland delineation; wetland impacts and mitigations; vernal pool restoration and creation; noise assessments; Surface Mining and Reclamation Act regulations; erosion control practices; and hazardous materials evaluation and remediation. As environmental services manager with ENPLAN, Mr. Burk is instrumental in the preparation of environmental documents such as site assessment reports, environmental impact reports, biological studies, and noise evaluations. His responsibilities include project team management, key decision-making, coordination with applicable agencies, and final review of environmental documents. Having worked in the environmental consulting field since 1981, Mr. Burk has the skills and experience to manage studies to achieve reliable data and concise, effective documentation in a timely and cost-efficient manner.

While attending CSU, Chico, Mr. Burk was recognized as "Outstanding Organic Chemist of the Year," received an award of merit from the American Botanical Society, and delivered the valedictory address for the School of Natural Sciences. His Master's thesis was granted the first annual "Outstanding Thesis Award" by CSU, Chico.

**Representative Experience**

- *CEQA/NEPA Compliance.* Prepared environmental impact reports, environmental impact statements, and other environmental compliance documentation for a multitude of projects, including 516- and 1,244-acre industrial parks; public facilities projects including several sewage treatment plants, a 90-foot-high earthen dam and 15-acre reservoir, a 6-mile-long, 8-lane roadway, other new road corridors, and water supply projects; shopping centers and highway commercial developments; a 10,000-seat church; a 475-acre recreation ranch; ski areas; a softball park; four new schools; a 1-million cubic yard reservoir dredging project; numerous residential developments and many other projects.

- **Environmental Site Assessments.** Managed preparation of Phase I, II and III site investigations for a number of commercial and industrial facilities. Investigations have addressed wood-products manufacturing facilities, a major clothing manufacturing operation, dry cleaners, a medical clinic, ranches, a regional transmission transformer site, automotive shops and service stations, abandoned sewage treatment ponds, office buildings, shopping centers, and other uses.
- **Biological Studies.** Managed preparation of technical field studies, including wildlife and botanical studies for a 1,016-acre site in Sacramento County; fisheries, aquatic macroinvertebrate, and riparian vegetation studies for a 38-mile reach of the North Fork Feather River; botanical surveys for 175-mile and 265-mile underground telephone cable corridors; botanical surveys for over 2,400 acres on Mount Shasta proposed for ski area development; biological surveys for a 200-acre park site; spotted owl surveys; vernal pool fairy/tadpole shrimp and valley elderberry longhorn beetle assessments; and numerous other projects.
- **Wetland Delineations.** Managed preparation of wetland delineations and/or U.S. Army Corps of Engineers permit applications for a 1,016-acre site east of Sacramento, a 200-acre site in north Redding, a 580-acre site in the City of Weed, a 100-acre site near the Redding Municipal Airport, a transmission corridor project in east Redding, a 78-acre industrial parcel in the City of Benicia, and many other parcels throughout northern California.
- **Noise Studies.** Prepared noise studies for a variety of projects, including numerous traffic corridors; large industrial facilities such as a co-generation plant, food processing plant, and a regional scrap metal recycling facility; recreation facilities such as a new ski area and a community sports complex; many new residential developments; schools; and other facilities. Testified as an expert witness in a court case involving noise generated by electric- and diesel-powered water well pumps.
- **Reclamation Plans/Stream Restoration Projects.** Prepared mine reclamation plans and/or technical studies for projects including an aggregate pit adjacent to Cow Creek in Shasta County, a pumice quarry in Napa County, and underground gold mines in Shasta and Trinity Counties. Managed preparation of a stream restoration project for a reach of the Susan River, which involved hydraulic analysis, preparation of an earth-work plan, supervision of all on-site construction activities, preparation of a revegetation/erosion control plan and supervision of its implementation, and preparation of a monitoring program. Developed a plan, and obtained all agency approvals, for creation of 10 acres of riparian forest habitat along the Sacramento River to mitigate losses on a nearby parcel.

## **Publications**

Burk, Donald et al. (29 contributing authors). Technical Editors Gary Nakamura, UC Cooperative Extension Service and Julie Kierstead Nelson, USDA Forest Service, Shasta-Trinity National Forest. 2001. *Illustrated Field Guide to Selected Rare Plants of Northern California*. University of California, Agriculture and Natural Resources. Publication 3395.

**CARLA L. THOMPSON, AICP**  
*Senior Environmental Planner*

**Education**

B.A. Organizational Leadership  
Simpson University, Redding, CA

Land Use and Environmental Planning Program  
U.C. Davis, Davis, CA

**Professional Affiliations and Certifications**

Association of Environmental Professionals  
American Planning Association  
American Institute of Certified Planners

Carla L. Thompson, AICP, is a member of the American Institute of Certified Planners and has over 19 years of professional experience related to land use and planning law, natural resources management, environmental compliance, and project management.

Ms. Thompson has managed and authored CEQA and NEPA documents for both public and private sector development. Project experience at ENPLAN includes wastewater treatment and collection system improvements, bridge replacement and road infrastructure. Previously, Ms. Thompson was the Development Services Director for the City of Shasta Lake and oversaw the Planning, Building and Code Enforcement Divisions for the City.

**Representative Experience**

- **CEQA/NEPA Compliance.** Prepared and edited initial studies, mitigated negative declarations, environmental assessments, Project and Program EIRs, mitigation monitoring and reporting programs, Responses to Comments, Findings of Fact and Statements of Overriding Considerations for a variety of public and private development projects. Projects included single and multi-family residential, commercial, industrial, public infrastructure, and recreation projects. Responsibilities included technical research, data analysis, impact evaluation, formulation of mitigation measures, legal and procedural compliance, and report preparation.
- **Land Use Planning.** Processed a variety of public and private development applications, including use permits, parcel and subdivision maps, general plan amendments, zoning code amendments, area plans, grading permits, development agreements. Authored several municipal code amendments (e.g., affordable housing, grading and hillside development, wireless telecommunications, floodplain management, and water efficient landscaping). Responsibilities included conducting public outreach and stakeholder meetings, completing site investigations, and preparing legal notices, statistical reports, staff reports, conditions of approval, ordinances and resolutions.
- **Project Management.** Provided project management and support for large- and small-scale projects involving multi-disciplinary authors, subconsultants, senior technical reviewers and public and private sector clients. Additionally, coordinated technical editing, document production, GIS mapping, and graphics.
- **Database Management and Planning.** Supervised compilation of data for large-scale projects. Responsibilities included data quality control and database organization.

**JOHN LUPER**  
*Environmental Scientist*

**Education**

B.S. Botany and Biology (Environmental)  
California State University, Humboldt

**Professional Affiliations and Certifications**

GIS Certificate, Shasta College, Redding, CA  
Qualified SWPPP Developer (QSD) #22990  
Certified Professional in Erosion and Sediment Control (CPESC) #6936

John Luper has over ten years of experience working as a regulatory specialist throughout northern California. His experience also includes preparation of environmental compliance documents for both CEQA and NEPA, open space preserve development, wetland delineation, environmental monitoring for construction activities, and preparation/implementation of storm water management plans.

**Representative Experience**

- *Regulatory Permitting.* Worked closely with developers, engineers, and resource agencies to manage the permitting process for a wide variety of projects. Prepared application packages for federal and state resource agency permits including: Individual Permits, Letters of Permission, and Nationwide Permits for the U.S. Army Corps of Engineers; Streambed Alteration Agreements for the California Department of Fish and Wildlife; and Water Quality Certifications and Waste Discharge Requirements for the Regional Water Quality Control Board.
- *CEQA/NEPA Compliance.* Prepared environmental compliance documents and documentation for diverse projects, including public facility projects, residential development projects, vegetation management plans, and wetland restoration.
- *Preserve Establishment/Management.* Prepared Operations and Management Plans, Conservation Easements, and Declaration of Restrictions allowing for establishment of open space preserves to ensure long-term protection of biological and wetland resources. Conducted field monitoring and prepared preserve monitoring reports for established preserves to evaluate long-term success.
- *Wetland Delineation.* Conducted wetland delineation field surveys, wrote technical reports, and prepared maps of jurisdictional waters.
- *Environmental Monitoring.* Conducted environmental monitoring on construction sites to ensure avoidance/protection of biological and wetland resources as well as long-term monitoring of mitigation and restoration areas.
- *Stormwater Management.* Prepared storm water management plans, including Storm Water Pollution Prevention Plans and Water Pollution Control Programs. Supervised implementation of storm water plans, conducted site inspections, performed required sampling, and prepared final documentation.

**LINDSAY KANTOR**  
*Wildlife Biologist/Environmental Planner*

**Education**

B.S. Environmental Management and Protection  
California Polytechnic State University, San Luis Obispo

**Professional Affiliations and Certifications**

Sacramento-Shasta Chapter of the Wildlife Society  
California Department of Fish and Wildlife Scientific Collecting Permit (SC-12356)  
California Department of Fish and Wildlife CNDDDB/BIOS Database Training

Lindsay Kantor is an environmental planner with over six years of professional experience related to CEQA and NEPA compliance, project management, and biological resources impact assessment. Ms. Kantor holds a CDFW scientific collecting permit and has conducted surveys for a number of special-status wildlife species. Ms. Kantor has managed and authored CEQA and NEPA documents for projects requiring a high degree of organization, communication, and sensitivity for both public and private sector clients. Project experience at ENPLAN includes bridge replacement, road infrastructure, water tanks, sewer mains, wastewater treatment plants, storm drain modifications, residential development, and jail/rehabilitation facilities. Project experience prior to ENPLAN includes levee improvements, overhead electric and gas line projects, installation of in-water barriers in the Sacramento-San Joaquin Delta, land management plan, and expansion of recreation areas. Ms. Kantor's experience has provided a comprehensive understanding of natural resources management, environmental compliance, and general project management.

**Representative Experience**

- **CEQA/NEPA Compliance.** Prepared initial studies, mitigated negative declarations; environmental assessments; focused EIRs; and mitigation monitoring and reporting programs for residential, industrial, public infrastructure, and recreation projects. Responsibilities included technical research, data analysis, impact evaluation, formulation of mitigation measures, specialist report synthesis, procedural compliance, and report preparation.
- **Project Management.** Provided project management and support for large- and small-scale projects involving multidisciplinary authors, subconsultants, senior technical reviewers and public and private sector clients. Additionally, coordinated technical editing, document production, GIS mapping, and graphics.
- **Special-Status Species Surveys.** Performed focused surveys for special-status species including Swainson's hawk, white-tailed kite, burrowing owl, western pond turtle, giant garter snake, and vernal pool branchiopods.
- **Biological Monitoring.** Monitored sensitive biological resources during project construction to ensure that construction activities did not adversely affect fish and wildlife, in accordance with terms and conditions in permits issued by resource agencies and mitigation measures in approved CEQA/NEPA documents.
- **Database Management and Planning.** Supervised compilation of data for large-scale projects. Responsibilities included data quality control and database organization.
- **Field Survey and Analysis.** Extensive, detail-oriented field work as part of a diverse team, including the development of field techniques and methodology.

## **HEIDI SHAW**

*Cultural Resources Specialist/Human Osteologist*

### **Education**

M.S. Anthropology  
Durham University, UK

B.A. Archaeological Practice  
Australian National University, Honours

### **Professional Affiliations and Certifications**

Geographic Information Systems Certificate  
Registered Professional Archaeologist #7320640  
Society for California Archaeology  
British Association of Biological Anthropology and Osteology  
Australian Archaeology Association  
Society for Historical Archaeology  
Paleopathology Association

Heidi Shaw has more than ten years of experience working as an archaeologist in a wide range of research settings and world areas. Prior to joining ENPLAN, Ms. Shaw worked with Ironbark Heritage and Environment Consulting in Western Australia as an archaeologist, was employed by the Sudan Archaeological Research Society as a bioarchaeologist and osteologist, and volunteered with the Bureau of Land Management. She has had excavation and survey experience in California, Australia, Sudan, Mongolia, the Philippines, South Africa, and France. Ms. Shaw has participated in numerous projects and authored or co-authored technical reports, archaeological testing proposals and reports, data recovery plans, and late discovery plans under compliance with state, federal, and local regulations (CEQA, NEPA, NHPA, Section 106) and agencies (including, but not limited to various County and City governments, the U.S. Army Corp of Engineers, Indian Health Service, the U.S. Department of Housing and Urban Development, the U.S. Department of Agriculture-Rural Development, the U.S. Forest Service, the Bureau of Land Management, and California Department of Transportation).

Ms. Shaw has practical experience in archaeological field surveys, archaeological testing, data recovery, construction monitoring, and implementation of late discovery plans. She also has experience with laboratory procedures, post-excavation analysis, and cataloguing of pre-historic and historic artifacts. In addition, Ms. Shaw has experience in field team management as a lead surveyor, senior archaeologist, project manager/coordinator, and co-principal investigator, and has managed mitigation of prehistoric sites for large-scale construction development projects. She is also well versed in conducting prehistoric/historic research, records searches at Information Centers, and Native American Consultation processes.

Ms. Shaw specializes in the excavation and analysis of human skeletal remains. She has worked closely with Native American groups both in the excavation of burial sites and in repatriation efforts. Her experience extends to the authoring and implementation of Native American Monitoring and Burial Agreements.

Her technical skills include GPS data collection and post-processing, digital site mapping, spatial data analysis and modeling, database management, and cartography. Specialized hardware and software that Ms. Shaw has proficiency with includes ArcGIS 10.x, Adobe Illustrator and Photoshop, Photoscan, Trimble mapping computers, and survey-grade total stations.

## **Representative Project Experience**

### ***Rio Alto Water District Monitoring and Data Recovery, Lake California, Tehama County, California***

Responsible for federal and state compliance monitoring in two archaeologically sensitive areas (CA-TEH-74/H and CA-TEH-2422) during construction of a new clarifier and installation of a new pipeline for the wastewater treatment plant. As a result of this project, human remains were encountered within the bounds of CA-TEH-74/H. As the Human Osteologist for the project, Ms. Shaw was responsible for the recovery, analysis, and documentation of the remains. Additionally, as the Principal Investigator for the project, Ms. Shaw implemented data recovery of the disturbed area to mitigate the adverse effects of the project to the site. Ms. Shaw was responsible for the management and curation of all recovered material in the laboratory and during analysis. She also authored the Phase III Data Recovery Report. All work was completed in close collaboration with the State Historic Preservation Office, the Native American Heritage Commission, the Most Likely Descendant, and the lead agencies. Lead Agencies: Rio Alto Water District and U.S. Department of Agriculture-Rural Development.

### ***Modoc Medical Center Development Project, City of Alturas, Modoc County, California***

Responsible for conducting a pedestrian field survey and preparing the technical inventory report. The project area had previously been recorded as a diffuse artifact scatter and required an extended Phase I assessment. As a co-Principal Investigator, Ms. Shaw was responsible for design and implementation of the extended Phase I assessment, as well as report preparation. Ms. Shaw was responsible for assessing the eligibility of the site for listing on the National Register of Historic Places and the California Register of Historical Resources. Lead Agencies: City of Alturas and U.S. Department of Agriculture-Rural Development.

### ***Old Alturas Bridge Rehabilitation Project, Redding, Shasta County, California***

Responsible for conducting a pedestrian field survey and preparing the survey report. As a result of this survey, two previously unrecorded prehistoric sites were recorded and it was determined that archaeological evaluation was needed. As Project Coordinator and Senior Archaeologist, Ms. Shaw was responsible for the design, implementation, and reporting for the Phase II study addressing this project. Additional responsibilities included all agency coordination, Native American consultation, preparation of a Native American Burial/Monitoring Agreement, and field team and laboratory management. Lead Agencies: City of Redding and California Department of Transportation.

### ***Cassel-Fall River Road Bridge Replacement Project, Fall River Mills, Shasta County, California***

As Project Coordinator/Senior Archaeologist, Ms. Shaw is responsible for design, implementation, and reporting for a Phase II study addressing this project as well as for managing specialists who are preparing historical evaluations in support of the project. Additional responsibilities include all agency coordination, Native American consultation in accordance with AB 52, and field team and laboratory management. This project is ongoing. Lead Agencies: Shasta County and California Department of Transportation.

### ***Tauhindaui Viewing Platform Project, Dunsmuir, Siskiyou County, California***

As Senior Archaeologist for this project, Ms. Shaw was responsible for pre-construction cultural awareness training, weekly site inspections, documentation and remediation of violations, agency coordination, and completion of a monitoring report. Lead Agencies: City of Dunsmuir and California Department of Transportation.



**Jacques Z. Peltier**  
*Archaeologist*

**Education**

M.A. Anthropology  
California State University, Chico (expected December 2017)

B.A. Anthropology  
California State University, Chico, Honors

**Professional Affiliations and Certifications**

Society for California Archaeology (SCA)  
Society for American Archaeology  
Golden Key International Honour Society  
Cultural Resource Management Certificate

Jacques Peltier has a diverse background in the fields of anthropology and archaeology. During his undergraduate career, he immersed himself in a broad spectrum of anthropological theory, method, and practice. He specializes in pre-field research, conducting archaeological field surveys, excavation, soil analysis, and post-field analysis of prehistoric and historic artifacts. His academic background in archaeology began with a field school on the island of Antigua in the Caribbean under the direction of Dr. Georgia Fox. Additional experience comes from extensive volunteering in Northern California at various prehistoric sites and work on historical mine sites in Butte, Plumas, and Shasta Counties.

In addition to his work with ENPLAN, Mr. Peltier's professional experience spans work for Plumas National Forest, the Bureau of Land Management Eagle Lake Field Office, and the Archaeological Research Program at California State University, Chico. He is currently responsible for conducting records searches, research activities, managing day-to-day field work, writing technical reports, creating survey maps in ArcMap, and conducting Native American consultations. He continues his professional development in the field by attending a variety of conferences hosted by the Society for California Archaeology and the Society for American Archaeology.

**Representative Project Experience**

*Bureau of Land Management Eagle Lake Field Office, Lassen County, Susanville, California*

As an archaeological crew leader with the BLM for two seasons, Mr. Peltier conducted archaeological surveys, identified historic and prehistoric archaeological sites, managed features and artifactual evidence, used Juno T41/5 Trimble GPS units, ran transects, and co-authored site records and survey reports. Responsibilities also included managing, editing, and updating Department of Parks and Recreation California State Archaeological Record forms and IMACS forms, and attending tribal consultation meetings with the Susanville Indian Rancheria and the Pit River Tribes.

*Northeast Information Center (NEIC), Butte County, California*

As research assistant for the Northeast Information Center, Mr. Peltier was responsible for managing site records and cultural resource survey data using USGS topographic maps and ArcGIS. Work also included completing project reviews and record searches, particularly for timber harvest plans (THPs). Project reviews involved providing details concerning archaeological sites and surveys in and around project areas, developing brief historical descriptions of the subject areas, and formulating recommendations regarding the need for further evaluation. Record searches involved similar steps, but required less information with respect to study recommendations.

*United States Forest Service, Plumas National Forest Feather River Ranger District, Butte County, Oroville, California*

As an archaeological crew member with the Feather River Ranger District, Mr. Peltier conducted archaeological surveys, identified historic and prehistoric archaeological sites during those surveys, analyzed both historic and prehistoric artifacts and features, used Trimble GPS units, ran transects, maintained artifact curation facilities, and prepared site records. Responsibilities also included managing the District's Department of Parks and Recreation California State Archaeological Record forms and editing and updating site records prepared by other archaeologists.

*Archaeological Research Program at California State University, Chico, Butte County, Chico, California*

In this position, Mr. Peltier was responsible for running transects, performing shovel scrapes, augering, and excavating test units. This project was directed by Kevin D. Dalton.

BD-06  
March 13, 2017

Jim Hamilton, AICP  
Consulting City Planner  
City of Anderson  
1887 Howard Street  
Anderson, CA 96007

**SUBJECT: Cost Proposal: Anderson Heights Reservoir Replacement Project**

In accordance with the Request for Proposal, ENPLAN's cost estimate is provided separately from the remainder of our proposal. Based on the scope of work anticipated for the proposed project, we estimate the cost to complete the technical studies and CEQA/NEPA documentation at \$34,914. This includes a ten percent contingency. Our costs are detailed in the attached spreadsheet. Our current Professional Services Cost Schedule is also attached. Hourly rates specified in the Rate and Charge Schedule will not be increased during the course of completion of the planned work.

Please call me if you wish to discuss our cost proposal in more detail.

Sincerely,



Donald Burk  
Environmental Services Manager/Authorized Representative  
email: [dburk@enplan.com](mailto:dburk@enplan.com); phone: 530-221-0440 x 7102

encl.: Cost Breakdown Spreadsheet  
Professional Services Cost Schedule

ENPLAN - COST BREAKDOWN SPREADSHEET

TASK/UNIT	Employee --> Rate/ Hr. --->	Anderson Heights Reservoir Replacement Project										Subtotal	Direct Cost (\$)	TOTAL COSTS (\$)
		Env. Service Manager	Senior Env. Planner	Env. Planner	Env. Sci./Rep.	Archaeologist I	Archaeologist II	GIS Technician	Production Manager					
Technical Studies		145	105	95	95	90	75	90	55					
Biological Studies	(hr)	8		5							1			
	(\$)	1180		475							90		50	1,775
Cultural Resources Study	(hr)	1				10	36	1						
	(\$)	145				900	2700	90					550	4,385
Air Quality/Greenhouse Gas Emissions	(hr)	1		2	8									
	(\$)	145		180	780									1,085
CEQA														
Prepare Administrative Draft IS/MND	(hr)	6	40	52	12	6					6	4		
	(\$)	870	4200	4840	1140	540					540	220	50	12,500
Review Administrative Draft IS/MND with City	(hr)	2	4	4										
	(\$)	290	420	380										1,090
Revise and Publish Draft IS/MND	(hr)		8	8								8		
	(\$)		840	780								440	300	2,340
Prepare Responses to Comments	(hr)	1	8											
	(\$)	145	840											985
Review Draft Response to Comments with City	(hr)		2											
	(\$)		210											210
Prepare MMRP	(hr)		2	6										
	(\$)		210	570										780
Meetings/Hearing	(hr)	8		2										
	(\$)	1180		190									50	1,400
NEPA														
Prepare Draft Environmental Package	(hr)		4	24								4		
	(\$)		420	2,280								220	50	2,970
Revise per City/SRF Comments and Resubmit	(hr)		2	6								4		
	(\$)		210	570								220	50	1,050
General Project Management/Support														
Meetings, project updates, etc	(hr)	8												
	(\$)	1,180												1,180
Estimated Subtotal Costs	(\$)	5,075	7,360	10,355	1,900	1,440	2,700	720	1,100	30,840	1,100	1,100	1,100	31,740
Contingency (10%)	(\$)													3,174
TOTAL	(\$)													34,914

Reimbursable expenses incurred for dataset acquisition, field supplies, document reproduction, shipping, food and lodging are billed at direct cost plus 10%. Vehicle costs are billed at \$0.85 per mile. Specialists contracted on behalf of client by ENPLAN to carry out specific project-related tasks are billed at direct cost plus 10%. All other operational and incidental expenses are covered under the labor rates indicated.

**COST SCHEDULE**  
**Anderson Heights Reservoir Replacement**

**Professional Services**

LABOR CATEGORY	RATE \$/HR
Supervising Principal	150
Environmental Services Manager	145
Senior Environmental Scientist	110
Environmental Scientist	95
Senior Environmental Planner	105
Environmental Planner	95
Environmental Assessor	110
Principal Investigator/Archaeology	110
Archaeologist I	90
Archaeologist II	75
Information Technology Specialist	85
Lead Programmer	125
Geospatial Technologist	90
Project Collaborator	70
Field Technician	65
Production Manager	55
Accounting Specialist	60

**Reimbursables**

Expenses incurred for dataset acquisition, field supplies, document reproduction, shipping, food and lodging are billed at direct cost. Vehicle costs are billed at \$0.65 per mile. Specialists contracted on behalf of client to carry out project-related tasks are billed at direct cost plus 10%. All other operational and incidental expenses are covered under the labor rates indicated.

**Geospatial Data Products**

Aerial imagery, LiDAR, maps and other geospatial products, including plots, prints and CD/DVD media, are billed in accordance with ENPLAN's current price schedule. Fees for custom compilation of maps and other geospatial products are in accordance with the professional services rates above. Reimbursables associated with custom compilation are also billed as above.

## Bruce Crom

---

**From:** Don Burk <DBurk@enplan.com>  
**Sent:** Tuesday, March 21, 2017 1:42 PM  
**To:** Bruce Crom  
**Subject:** Anderson Heights Tank

Bruce-

Per your request, enclosed are 1) a detailed work scope for the visual impact analysis and 2) our proposed schedule. Please let me know if you have any questions or need additional information.

-Don

**Visual Impact Analysis.** Given the height and width of the proposed tank, it may be visible from off-site locations. To help quantify the visibility of the proposed tank, ENPLAN will generate a Digital Elevation Model (DEM) for the site vicinity and use the DEM to identify lands that would have a view of the tank based on "bare-earth" topography. ENPLAN will then identify sensitive viewpoints, such as local highways, and determine if the tank will be visible from these locations. To better gauge the actual visibility of the proposed tank, "street-view" photographs incorporated in Google Earth will be utilized. Photographs of the tank site will be obtained from one or more of sensitive viewpoints, and a visual simulation of the proposed tank will be developed. In addition, the City of Anderson General Plan will be reviewed for policies regarding visual compatibility. The potential change in the visual quality and conformity with applicable policies will be documented. The results of the analysis will be presented in the Initial Study.

<b>WORK TASKS</b>	<b>TENTATIVE COMPLETION DATES</b>
Field Kick-Off Meeting	April 4, 2017
Technical Studies	
Biological Studies and CDFW Field Meeting	May 8, 2017
Air Quality/Greenhouse Gas Emissions	May 8, 2017
Cultural Resources Study	June 1, 2017
CEQA Documentation	
Prepare Administrative Draft IS/MND	May 8, 2017
Review Administrative Draft IS/MND with City	May 12, 2017
Revise and Publish Draft IS/MND	May 17, 2017
Prepare Responses to Comments	June 22, 2017
Review Draft Response to Comments with City	June 27, 2017
Prepare MMRP	June 22, 2017
Public Hearing (if requested)	July 1, 2017 (dependent on City Council Mtg.)
NEPA	
Prepare Draft Environmental Package	June 1, 2017
Revise per City/SRF Comments and Resubmit	July 1, 2017
DWSRF Consults with Federal Agencies (i.e., SHPO)	After July 1, 2017