

Santaquin City Resolution 01-03-2014

A RESOLUTION RATIFYING AN AGREEMENT WITH UTAH COUNTY FOR THE PURCHASE OF SPILLMAN TOUCH SOFTWARE TO SUPPORT DISPATCH SERVICES.

WHEREAS, An Agreement was made and executed between Utah County, a political subdivision of the State of Utah, and Santaquin City, along with the Cities of Provo, Lehi, American Fork, Spanish Fork, Pleasant Grove, Springville, Saratoga Springs, Lindon, Nephi, Salem, and Mapleton, Lone Peak Police Department (Alpine/Highland) Juab County, Brigham Young University and Utah Valley University, hereby collectively referred to as the Parties, for the purchase of the Spillman Touch Software Feature for the Spillman Report Writing Program in support Dispatch Services; and

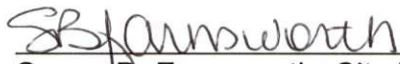
NOW THEREFORE, be it resolved by the City Council of Santaquin City the ratification of the agreement with Utah County for the purchase of the Spillman Touch feature to the Spillman report writing program currently utilized by the Parties; Santaquin City's portion representing \$981.77 with maintenance of \$134.62.

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 15th day of January, 2014.

SANTAQUIN CITY


Kirk F. Hunsaker, Mayor

Attest


Susan B. Farnsworth, City Recorder



Agency	Officers	%	Cost	Maintenance	Terms requested
Utah County	110	21.1%	\$ 9,817.66	\$ 1,346.18	After Jan 1, 2014
Provo	104	20.0%	\$ 9,282.15	\$ 1,272.75	Pay now
Lehi	43	8.3%	\$ 3,837.81	\$ 526.23	Pay now
American Fork	33	6.3%	\$ 2,945.30	\$ 403.85	1/2 now and 1/2 after June 2014
Spanish Fork	29	5.6%	\$ 2,588.29	\$ 354.90	Pay now
BYU	28	5.4%	\$ 2,499.04	\$ 342.66	After Jan 1, 2014
Pleasant Grove	28	5.4%	\$ 2,499.04	\$ 342.66	pay now
Springville	28	5.4%	\$ 2,499.04	\$ 342.66	1/2 now and 1/2 after June 2014
Saratoga Springs (and Bluffdale)	25	4.8%	\$ 2,231.29	\$ 305.95	Pay now
Lone Peak (Alpine/Highland)	21	4.0%	\$ 1,874.28	\$ 257.00	pay now
Lindon	15	2.9%	\$ 1,338.77	\$ 183.57	Pay now
Santaquinn	11	2.1%	\$ 981.77	\$ 134.62	pay now
Juab County	10	1.9%	\$ 892.51	\$ 122.38	After Jan 1, 2014
Nephi	10	1.9%	\$ 892.51	\$ 122.38	pay now
Salem	9	1.7%	\$ 803.26	\$ 110.14	pay now
UVU	9	1.7%	\$ 803.26	\$ 110.14	pay now
Mapleton	8	1.5%	\$ 714.01	\$ 97.90	not sure
Total	521	100%	\$46,500.00	\$ 6,376.00	



Quote and Purchase Addendum

Quoted Date: November 08, 2013 Quote Number: QUO-03977-R7V0L8
 Quote Expiration Date: December 31, 2013 Prepared By: Max Jenkins

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff to ensure a smooth upgrade transition.

Included in Quote

- Spillman Touch - Site License

Note: Payson PD not included due to previous purchase

Note: Fire departments not included in this purchase

Package Quote

\$46,500

Future Maintenance

- 2nd-year maintenance charges will begin 15 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

**Note: Each agency participating in this purchase will be invoiced individually for their portion of the annual maintenance each year in addition to their current annual maintenance bill.*

2nd-year Maintenance Total: \$6,582

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.





Quote and Purchase Addendum

Quoted Date:	November 08, 2013	Quote Number:	QUO-03977-R7V0L8
Quote Expiration Date:	December 31, 2013	Prepared By:	Max Jenkins

Utah County Sheriff

Customer Name

Authorized Signature

Date

Print Name and Title

This quote is confidential and proprietary information to Spillman Technologies, Inc. © 2012



AGREEMENT

Agreement made, and executed, by and between Utah County, a political subdivision of the State of Utah, PROVO CITY, LEHI CITY, AMERICAN FORK CITY, SPANISH FORK CITY, BRIGHAM YOUNG UNIVERSITY, PLEASANT GROVE CITY, SPRINGVILLE CITY, SARATOGA SPRINGS CITY (and Bluffdale), LONE PEAK POLICE DEPARTMENT (Alpine/Highland), LINDON CITY, SANTAQUIN CITY, JUAB COUNTY, NEPHI CITY, SALEM CITY, UTAH VALLEY UNIVERSITY and MAPLETON CITY, located in Utah and Juab Counties, hereinafter collectively referred to as the Parties.

WHEREAS, the Parties to this Agreement desire to add the Spillman Touch feature to the Spillman report writing program currently utilized by the Parties; and

WHEREAS, the Parties will receive substantial savings by purchasing the Spillman Touch module as a group;

NOW THEREFORE, in consideration of the mutual agreements of the Parties, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Utah County will enter into the attached Quote and Purchase Addendum with Spillman to license the Spillman Touch feature for the Parties' Spillman report writing programs and pay the license fee therefore.
2. The Parties will pay Utah County their proportionate cost of the Spillman Touch license in the amounts and at the times indicated in the attached chart.
3. Spillman will separately bill each Party, and the Party will pay Spillman directly for ongoing maintenance fees.
4. This Agreement may be executed in two or more counterparts, all of which together shall be considered one agreement. This Agreement will be effective as to each signing party.

IN WITNESS WHEREOF the parties have entered into this Agreement on the day and year set out below.

DATED this ____ day of December, 2013.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
DOUG WITNEY, Chair

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:
TIMOTHY L. TAYLOR
Interim Utah County Attorney

By: _____
Deputy

By: _____
Deputy

DATED this ___ day of _____, 20__.

PROVO CITY CITY

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

LEHI CITY

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

AMERICAN FORK CITY

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

SPANISH FORK CITY

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

BRIGHAM YOUNG UNIVERSITY

By: _____
Title: _____

DATED this ___ day of _____, 20__.

PLEASANT GROVE CITY

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

SPRINGVILLE CITY

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

SARATOGA SPRINGS CITY

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

LONE PEAK POLICE DEPARTMENT

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

LINDON CITY

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

JUAB COUNTY SHERIFFS OFFICE

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

NEPHI CITY

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

SALEM CITY

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

UTAH VALLEY UNIVERSITY

By: _____
Title: _____

DATED this ___ day of _____, 20__.

MAPLETON CITY

By: _____
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Title: _____

By: _____
Title: _____

DATED this ___ day of _____, 20__.

SANTAQUIN CITY



By: [Signature]
Title: _____

ATTEST:

REVIEW AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

By: [Signature]
Title: City Recorder

By: [Signature]
Title: City Attorney