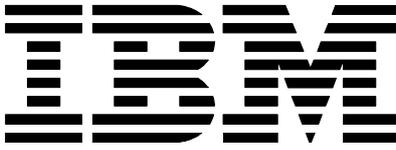


**Statement of Work XF-R8JTRD9
for
IBM i2 COPLINK Data Source Integration Support 2016-2017**

**Prepared for
Town of Prescott Valley**

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Overview and Approach

IBM is pleased to present this Statement of Work (“SOW”) for IBM i2 COPLINK (“COPLINK”) Data Source Integration Support services.

1. IBM Statement of Work

This section describes the work to be provided by IBM (the “Services”) to the **Town of Prescott Valley** Police Department (“Client”, also called “you” and “your”) under the terms and conditions of the agreement identified in the signature block of this SOW (the “Agreement”). In addition, your responsibilities are listed.

The following are incorporated in and made part of this SOW:

- Appendix A: Project Procedures
- Appendix B: Materials
- Appendix C: Sample Project Change Request form

1.1 Project Scope

Under this project IBM will provide remote IBM i2 COPLINK (“COPLINK”) Data Source Integration Support Services for the following identified data source:

Contributing Agency	Data Source Name	DS#	Renewal Start Date	Renewal End Date	Period Length (Mos.)
Prescott Valley Police Department	Prescott Valley PD RMS	2346	7/1/2016	6/30/2017	12

IBM's estimated charges and schedule are based on performance of the activities listed in the “IBM Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-1: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using IBM's standard rates in effect from time to time for any resulting additional work or waiting time.

1.2 Facilities and Hours of Coverage

IBM will:

- perform the work remotely, except for any project-related activity which IBM determines would be best performed at your facility in Prescott Valley, AZ in order to complete its responsibilities under this SOW.
- provide the Services under this SOW during normal business hours, 8:00 AM to 5:00 PM, MST, Monday through Friday, except holidays. If necessary, you will provide after-hours access to your facilities to IBM personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.

1.3 IBM Responsibilities

Under this SOW, IBM will undertake the following activities:

Activity 1 - Data Source Integration Support Services

The purpose of this activity is to provide support to client for the data sources shown in section 1.1, above.

In this activity, IBM will:

- a. Provide web based and telephone support Monday through Friday, 8:00am-5:00pm MST to client's authorized representatives for questions and issues regarding their COPLINK Data Source.
- b. Respond to PMRs in response to service requests generated from the Support Portal, where applicable.
- c. Respond with an initial assessment and a resolution plan.
- d. Work with client on connectivity issues.
- e. Resolve any issue found by IBM to be a defect in (1) the integration services originally rendered or (2) the IBM (formerly i2/KCC) provided software runtime underlying the integration.
- f. Monitor the throughput rate and various data statistics to facilitate early identification and resolution of operational issues.
 - (1) Troubleshoot, and when the issue is covered under COPLINK Data Integration Support, either correct the issue or engage client to assist in restoring refresh data flow.
 - (2) Determine if issue requires a mapping correction and fix that if covered under the 10 hours described in bullet k.
- g. Provide a refresh report to a technical contact or other individual upon request. A valid email address must be provided for this automatic service to be set up.
- h. Provide up to 10 hours of support toward:
 - (1) The modification of a data source integration, when (1) those modifications are necessary as the result of changes to (but not replacement of) client's data source product and (2) the modifications are within scope of the original data source integration.
 - (2) Extraordinary data access control requests, e.g. the deletion of a document from the COPLINK warehouse in response to a court-ordered expungement.

The following are excluded from the support provided by IBM:

- a. Any support of the COPLINK software (this support is provided by IBM under separate license and maintenance agreements).
- b. Modifications to data source integration made necessary if the data source product is moved from one database platform to another.
- c. Modifications to a data source integration that is deemed outside the scope of the original data source integration.
- d. Modifications to data source integrations, the node/warehouse, the overall solution architecture, or any other artifact resulting from services, if modifications are necessary as a result of (i) client error or oversight at the time services were rendered, or (ii) new client requirements determined after services were completed.
- e. Recovery from catastrophic failure of hardware and/or third-party software.
- f. Backup of an Intermediate Machine (iBox) or any other customer controlled systems. It is the customer's responsibility to provide this.
- g. Corrective actions necessitated by bulk operations performed on a data source (e.g. rewriting all beat codes on crime reports to align with a new jurisdictional breakdown) without prior notification to and coordination with IBM.
- h. Issues resulting from down time or incorrect operation of data sources.
- i. Issues related to any third party hardware or software.
- j. Any third party vendor maintenance charges.
- k. Bulk deletion of data from the COPLINK warehouse.

Completion Criteria:

This activity will be considered complete when the End Date as set forth in the Schedule of this SOW has been reached.

Deliverable Materials:

- Resolution Plan as needed

1.4 Your Responsibilities

IBM's performance is dependent upon your fulfillment of your responsibilities at no charge to IBM. Any delay in performance of your responsibilities may result in additional charges and/or delay of the completion of the Services and will be handled in accordance with the Project Change Control Procedure.

1.4.1 Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- manage your personnel and responsibilities for this project;
- serve as the interface between IBM and all your departments participating in the project;
- administer the Project Change Control Procedure with the IBM Project Manager;
- obtain and provide information, data, and decisions within three business days of IBM's request unless you and IBM agree in writing to a different response time;
- help resolve project issues and escalate issues within your organization, as necessary; and
- review with the IBM Project Manager any of your invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price, and will be managed through the Project Change Control Procedure in Appendix A-1.

1.4.2 Your Other Responsibilities

You will:

- make appropriate personnel available to assist IBM in the performance of its responsibilities;
- supply all prerequisite hardware and software to be used during the performance of this SOW. This does not include any hardware or software normally used by IBM consultants in the performance of their day-to-day responsibilities with IBM;
- provide information and materials IBM requires to provide the Services. IBM will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by you or on behalf of you;
- if making available any facilities, software, hardware or other resources in connection with IBM's performance of Services, obtain at no cost to IBM any licenses or approvals related to these resources that may be necessary for IBM to perform the Services. IBM will be relieved of its obligations that are adversely affected by your failure to promptly obtain such licenses or approvals. You agree to reimburse IBM for any reasonable expenses, that IBM may incur from your failure to obtain these licenses or approvals;
- ensure that current maintenance, license, and other applicable agreements are in place with third parties whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of the third parties, and for any third party hardware, software or communications equipment used in connection with the Services;
- be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. You are solely responsible for obtaining advice of legal counsel as to the compliance with such laws, and regulations;

- g. allow IBM to cite your company name and the general nature of the Services IBM performed for you to IBM's other Clients and prospective Clients;
- h. agree that IBM and its affiliates, and their subcontractors, may process and store business contact information of Client personnel in connection with the performance of this SOW wherever they do business;
- i. obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. Client also agrees that with respect to data that is transferred or hosted, Client is responsible for ensuring that all such data adheres to the laws and regulations governing such data;
- j. keep the third party hardware and software used for the COPLINK node current with any fixes and upgrades during the period of support;
- k. notify IBM of bulk operations to be performed on data sources;
- l. acknowledge that some or all data sources may require purchasing tools or interfaces from the Vendor of the product. Customer is responsible for purchasing those if necessary;
- m. be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and, use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and
- n. if IBM requires access to your production systems, provide the required hardware (either an assigned desktop or laptop system) for such access. Any hardware provided for this access will be secured at your location when not in use by IBM.

1.5 Deliverable Materials

The following deliverables are provided to Client as part of the Services:

Type I Materials

- d. Resolution Plan, as needed

Supplemental Notes - Deliverables

See the Materials Appendix for a description of each deliverable.

Deliverables marked with an asterisk (*) are exempt from the Deliverable Acceptance Procedure and will be considered accepted by Client upon delivery to the Client Point of Contact.

In the event a deliverable is inadvertently omitted from the list above, IBM will notify Client of the identity and the appropriate designation of the deliverable through the Project Change Control Procedure.

1.6 Completion Criteria

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- a. IBM completes the IBM responsibilities, including provision of the deliverables, if any; or
- b. the Services are terminated in accordance with the provisions of this SOW and the Agreement.

1.7 Estimated Schedule

The Services will be provided between a start date to be determined by both parties and currently estimated to be July 1, 2016 ("Start Date"), and an estimated end date of June 30, 2017 ("End Date"), or on other dates mutually agreed to between you and IBM.

1.8 Charges

The Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in the SOW will be \$3,825.00. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Travel and living expenses are not expected for this SOW. Should any travel to your facility under this SOW be required, estimated travel and living expenses will be paid by you and will be authorized through the procedure described in Appendix A-1: Project Change Control Procedure.

IBM will invoice you for the Services performed in accordance with the table below, plus applicable taxes, travel and living expenses, and other reasonable expenses incurred in connection with the Services. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Late payment fees may apply.

Date or Milestone	Charge
July 5, 2016	\$3,825.00
Total Services Charge:	\$3,825.00

If your Client number indicates that you require a Purchase Order (PO) for payment purposes, the Services under this SOW will not be provided until a PO or a PO waiver for the charges specified in the Charges section, including travel and living expenses, is received. A PO waiver may be sent in hard copy or e-mail, but must come from an authorized officer or your purchasing agent. Any different or added terms contained in any PO or other ordering documents that might be exchanged in relation to activities under this SOW will not be applicable or of any effect. At its sole discretion, IBM may elect to begin delivery of Services after SOW signing, but prior to receipt of PO or PO waiver, on a limited, case-by-case basis.

1.9 Additional Terms and Conditions

1.9.1 Confidential Information

Notwithstanding anything to the contrary in the Agreement, the parties hereto agree that the IBM Agreement for the Exchange of Confidential Information ("AECI") shall govern the obligations and rights of the parties with respect to any Information (as defined in the AECI) exchanged between the parties during the term of this SOW. The AECI is incorporated into, and subject to, this SOW, and is located at:

<http://ibm.com/terms/us>

(which location may be changed from time to time). The terms of this SOW shall be considered confidential information under the AECI.

1.9.2 Compliance with Laws and Regulations

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.

1.9.3 Termination

Either party may terminate this SOW by giving the other party not less than 30 days written notice. Upon termination, you will pay the following amounts to IBM: i) the charges for Services IBM provides through termination, and all Materials IBM has prepared through termination, whether or not completed or delivered, and ii) if you terminate, all costs and expenses IBM incurs in terminating the Services.

IBM agrees to provide the Services provided Client accepts this SOW, without modification, by signing in the space provided below on or before June 20, 2016.

This SOW, its Appendices and the Agreement identified below, are the complete agreement regarding Services, and replace any prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between you and IBM regarding the Services.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM address shown below. Any reproduction of this SOW made by reliable means is considered an original. If there is a conflict between the terms of this SOW and the Agreement, the terms of this SOW will govern.

Agreed to:

Town of Prescott Valley
Police Department
By:

Agreed to:

International Business Machines Corporation
By: *Michelle Tate*

Authorized signature

Authorized signature

Title: _____
Name (type or print): _____
Date: _____

Title: __ Quality Assurance Representative ____
Name (type or print): __ Michelle Tate ____
Date: __ April 27, 2016 ____

Agreement name: IBM Customer Agreement
Agreement number/date: HQ12291 / 01-91

Agreement for Exchange of Confidential Information
("AECI") located at:

- <http://ibm.com/terms/us>

Statement of Work number: XF-R8JTRD9

IBM Fax number: 845-491-5180

IBM E-mail address: nancykeena@us.ibm.com

Appendix A: Project Procedures

A - 1: Project Change Control Procedure

A Project Change Request (“PCR”) is used to document a change and the effect the change will have on the Services. Both parties will review the PCR and agree to implement it, recommend it for further investigation, or reject it. IBM will specify any charges for such investigation.

A - 2: Deliverable Acceptance Procedure

- a. Within five (5) business days of receipt, Client Point of Contact will either accept a deliverable or provide IBM with a list of requested revisions; otherwise the deliverable will be deemed accepted.
- b. The revisions recommended by Client and agreed to by IBM will be made and the deliverable will be resubmitted and deemed accepted.
- c. The revisions recommended by Client and not agreed to by IBM will be managed through the Project Change Control Procedure.

A - 3: Escalation Procedure

Client and IBM will meet to resolve issues relating to the Services.

- a. If an issue is not resolved within three (3) business days, Client’s executive sponsor will meet with IBM’s Services Specialist to resolve the issue.
- b. If the conflict is resolved, the resolution will be addressed through the Project Change Control Procedure.
- c. While a conflict is being resolved, IBM will provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict; Client agrees to pay invoices per this SOW.

Appendix B: Materials

B - 1: Resolution Plan as needed

Purpose:

To outline the resolution of the valid, in-scope issue.

Content:

Written resolution of the issue.

Delivery:

IBM will deliver one copy of this document in softcopy format via email or in a trouble ticket accessible by Client.

Appendix C: Sample Project Change Request

PROJECT CHANGE REQUEST (PCR)		
PCR Date:	Requested by:	PCR Number:
<p>This PCR must be approved by both parties and signed below on or before the offer expiration date before the PCR can be implemented. This offer will expire on {insert mm/dd/yyyy}, unless extended by IBM in writing. All other terms in the referenced SOW not affected by this PCR remain in full force and effect.</p>		
<p>The parties agree that this PCR modifies the existing referenced SOW as follows: {insert language regarding the changes to the SOW here}</p>		
<p>{insert language regarding the impact of the changes here... sample text is below}</p> <p>If extending the date: The new estimated End Date is {End Date}.</p> <p>If adding hours: The additional estimated services hours for this PCR are {Number of hours}, at \${Hourly rate} per hour, for additional estimated professional services charges of \${Fee total}.</p> <p>If adding Fixed Fee Services: The additional fixed fee for performing the Services defined in this PCR is \${Fee total}.</p> <p>If adding T&L: The additional estimated travel and living expenses (including actual transportation and lodging, and per diem meal expenses) for this PCR are \${Expenses}.</p>		
PCR Approval		
<p>In entering into this PCR, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the SOW, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under the SOW. Each of us agrees that the complete agreement between us about these Services consists of 1) this Project Change Request, 2) the referenced SOW including any previous mutually-approved PCRs, and 3) the Agreement or any equivalent agreement in effect between us as identified in the SOW.</p>		
Agreed to:	Agreed to:	
{Client Legal Name}	International Business Machines Corporation	
By (Authorized Signature):	By (Authorized Signature):	
DRAFT – NOT FOR SIGNATURE	DRAFT – NOT FOR SIGNATURE	
Title:	Title:	
Name (type or print):	Name (type or print):	
Date:	Date:	
PCR Estimated Start Date (remove if not applicable):	Statement of Work Name:	
PCR Estimated End Date (remove if not applicable):	Statement of Work Number:	
	IBM Fax Number:	
	IBM Internet ID:	