

Office of the City Manager

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Eric Strong, City Manager
Date: January 20, 2015
Subject: Shared Agency Agreement with Spillman Technologies, Inc.

Council Action Requested:

Approve Shared Agency Purchase Agreement and License Agreement with Spillman Technologies, Inc.

Background Information:

The selected vendor for CAD/RMS services is a company called Spillman Technologies, Inc. While North Richland Hills is officially the entity that is contracting for services and payment with Spillman, they do require us to have a contractual relationship with them. The contractual relationship will be necessary in order for them to issue us licenses for the actual system so that we can access and use the system.

Board/Citizen Input: N/A

Financial Impact: N/A

Staff Contacts:

Eric Strong
City Manager
estrong@richlandhills.com

Attachments: Shared Agency Agreement

Attachment A

Shared Agency Purchase and License Agreement

This Shared Agency Purchase and License Agreement (“Shared Agency Agreement”), together with a License Agreement and one or more executed Sales Quote/Purchase Agreements (collectively “License Agreement”), constitute one integrated agreement and is the complete and exclusive statement of Spillman’s obligations and responsibilities with regard to licensing software. All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the License Agreement.

Section 1: Definitions:

- 1.1 Shared Agency** - (Richland Hills) – An agency that has purchased the right and license to use the same copy of a Spillman Licensed Product currently licensed by another agency as Licensee (the “Host Agency”).
- 1.2 Host Agency** (North Richland Hills) –A current Spillman Licensee that has authorized and agreed to share the use of their Spillman Licensed Product with the Shared Agency. The Host Agency is the “Customer” defined in the previously executed License Agreement.

Section 2: License

- 2.1** Spillman grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the “Licensed Program” and related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the License Agreement executed by the Host Agency to govern the partnership with Spillman, as well as the terms and conditions specified in Section 3: Scope of Rights below. Shared Agency agrees to comply with all such terms and conditions, the breach of which will result in the immediate termination of the license referenced herein.

Section 3: Scope of Rights

- 3.1** Shared agency understands that all assistance and support for the Licensed Program may be obtained only through Host Agency. This Agreement does not entitle Shared Agency to any Spillman services beyond the license to use the Licensed Program.
- 3.2** The Warranty Period for the Licensed Program is limited to the remaining Warranty Period granted through Host Agency’s License Agreement.

Accepted and Approved:

Shared Agency: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Host Agency: _____

CONFIDENTIAL