

**VILLAGE OF DOWNERS GROVE**  
**COUNCIL ACTION SUMMARY**

**INITIATED:** Village Attorney      **DATE:** September 17, 2002  
(Name)

**RECOMMENDATION FROM:** \_\_\_\_\_ **FILE REF:** \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

- Ordinance
- Resolution
- Motion
- Other

**STEPS NEEDED TO IMPLEMENT ACTION:**

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND H.T.E., INC", as presented.

*gms*

**SUMMARY OF ITEM:**

Adoption of this motion will authorize execution of an agreement between the Village and H.T.E., Inc. for licensed software programs and related support services for the Village's CAD system.

**RECORD OF ACTION TAKEN:**

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE VILLAGE OF DOWNERS GROVE AND H.T.E., INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Software License and Services Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and H.T.E., Inc. ("HTE"), for licensed programs and related support services in relation to the CAD System, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk



Helping Government Work Better.™

## H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement for Licensed Program(s) and related Support Services, subject to the limitations and conditions set forth in this Agreement, as more specifically described in the attached Supplement and Schedule(s), is entered into by and between: **H.T.E., Inc. (HTE)**, a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

and

**The Village of Downers Grove, a municipal corporation**  
("Customer" or the "Village"),  
with its principal place of business at  
801 Burlington Avenue, Downers Grove, IL 60515

HTE and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Program(s) and/or service(s) offered under this Agreement. HTE will furnish to the Customer by this Agreement:

1. The HTE Licensed Program(s) listed in the Supplements to this Agreement.
2. Grant of a nonexclusive, nontransferable license to use the Licensed Programs on HTE supplied or approved equipment.
3. Support service(s) as described herein.
4. Modifications, training, conversion and project management services as described herein and listed in the Supplement(s) to this Agreement.

With respect to the Licensed Program(s), the Customer agrees to accept responsibility for:

1. The installation of the Licensed Program(s), except to the extent that the initial installation is specifically designated in the Supplement(s) to be done by HTE, plus any enhancements and/or updates.
2. Use of the programs to achieve the Customer's intended results.

### I. DEFINITIONS

"Licensed Program(s)" shall mean a licensed data program or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable object code form and any related licensed program materials provided for use in connection with the program. Unless otherwise provided herein, the term "Licensed Program(s)" shall refer solely to HTE Licensed Program(s).

"Machine" or "CPU" or "Hardware" shall mean computer hardware designated, supplied or approved by HTE for operation of any Licensed Program(s).

"Source Code" shall mean a copy of the computer programming code in human-readable form and related system documentation, including updates, applicable enhancements, and all pertinent commentary as well as any procedural code such as job control language.

"Object Code" shall mean a copy of the computer programming code assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"Installation" shall mean that the Licensed Program(s) is loaded on a designated machine.

"Installation Date" shall mean the date that the Licensed Program(s) is installed/loaded on a designated machine in a manner sufficient to permit the testing provided in Section VI hereof.

"Delivery Date" shall mean the date that the Licensed Program(s) is received by the Customer. For services, the "Delivery Date" refers to the date services are performed.

"Acceptance" shall mean that the installed/loaded Licensed Program(s) has gone through the program testing and acceptance period as described in Section VI.

"Support Services" shall mean the maintenance and support call services provided to Customer for the HTE Licensed Program(s).

## II. LICENSE

The license granted under this Agreement permits the Customer, subject to the provisions of Sections VIII, IX, X and XII of this Agreement to:

- a. Use the Licensed Program(s) on the designated Machine(s) for Customer's internal use only and not for the processing of any data except Customer's (i.e., no service bureau use is permitted).
- b. Copy the Licensed Program(s) in machine readable object code form to provide sufficient copies to support the Customer's use of the Licensed Program(s) as authorized under this Agreement.
- c. Transfer the Licensed Program(s) to a back-up CPU to be used when the designated CPU is temporarily inoperable.
- d. Modify any Licensed Program(s) to form an updated work for the Customer's use, provided that:
  1. The Customer supplies HTE with written notification of the modification.
  2. The modification is made according to the HTE conventions of the HTE Modification Library and not to the base system.

Customer is prohibited from reverse engineering, reverse assembling and reverse compiling the Licensed Program(s), in whole or in part. Failure to modify the programs in the manner prescribed may negate the ability to maintain the Licensed Program(s) by HTE and will relieve HTE of any responsibility to provide support services. Any updated work using portions of the Licensed Program(s) that meets the above criteria will continue to be subject to all terms of this Agreement.

- e. Have access to a copy of the Licensed Program(s). Unless otherwise provided herein, the Licensed Program(s) are provided in and may be used in machine-readable object code form only. HTE offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as HTE's failure to provide required maintenance services as agreed.

## III. TERM

This Agreement is effective from the date on which it is signed by both parties and will remain in effect until terminated by the Customer upon one (1) month written notice or by HTE as stated in this section. This Agreement may be terminated by the Customer only when all Licensed Program(s) have been returned to HTE or destroyed. An authorized representative of HTE, upon request, shall be afforded sufficient access to Customer's premises to verify that all use of Licensed Program(s) have been discontinued. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated.

Upon receipt of notice of termination from Customer, HTE shall provide no further services to Customer. HTE shall submit an invoice to Customer for all amounts which are due up as specified in the Supplement(s) through the date of termination. Upon approval and payment of said invoice, neither party shall be further obligated to the other except for those obligations, such as confidentiality, that reasonably survive termination of this Agreement.

License(s) granted under this Agreement may be discontinued by the Customer upon written notice, effective immediately, during the testing period described in Section VI.

HTE may discontinue any license or terminate this Agreement upon written notice immediately if the Customer is in default hereunder. Customer shall be in default hereunder thirty (30) days after written notice of the Customer's failure to comply in any

material respect with any material terms and conditions of this Agreement and Customer's failure to cure such breach within such thirty (30) day period or diligently pursue such cure to the extent it is not reasonably feasible to effect a cure within such thirty (30) day period. Notwithstanding the foregoing, the thirty (30) day cure period does not apply to a breach of the confidentiality obligations in Section VIII hereof which shall have no cure period. Further, in the event of non-payment, the Customer shall have a ten (10) day cure period. Any responsibility of the Customer provided under this Agreement that reasonably survives termination of this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

#### **IV. HTE SUPPLIED PRODUCT(S) AND/OR SERVICES**

HTE shall supply the Licensed Program(s) specified in the Supplement(s) in machine readable object code form with instructions for installation by the Customer. Standard form options, if applicable, will be provided by HTE. In addition, HTE shall supply related services and/or maintenance, and may supply specialized hardware or other third party products necessary for the performance of certain special features or functions. These services and deliverables, if any, shall be identified and more specifically described in the Supplement(s), and shall constitute the complete list of deliverables provided by HTE.

HTE assumes no liability for any hardware or other third party products beyond manufacturers' warranty specified in the Supplement(s). Customer acknowledges that these products were selected by Customer to support features desired by Customer, and that they are included in the Agreement solely for that purpose.

#### **V. PRICING AND PAYMENT TERMS**

All pricing and terms associated with Licensed Program(s) and any other HTE products and services are specified in the Supplement(s) to this Agreement. Unless specified to the contrary, prices quoted in the Supplement(s) to this Agreement are valid for ninety (90) days from the date of HTE's acceptance of the applicable Supplement(s). HTE may increase its prices without notice on items not provided for in the Supplement(s).

Fees for HTE Support Services are payable prior to the commencement of such Support Services. Should Customer require Support Services prior to receipt of payment and the contractual start date of such Service, Customer will be billed at the then prevailing hourly rate until payment is received.

Fees for support services for any third party products provided for under this Agreement shall be payable to and in accordance with the provisions of the third party Vendor unless otherwise specified in the Supplement(s).

Any taxes resulting from this Agreement or activities resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of the Customer. HTE will accept an exemption certificate from the Customer in lieu of taxes if the Customer qualifies for exempt status. Such exemption certificate will need to be provided to HTE upon contract execution.

#### **VI. LICENSED PROGRAM TESTING AND ACCEPTANCE**

Beginning on the date ten (10) days after delivery of the Licensed Program(s) by HTE, the Licensed Program(s) will be available for non-productive use for testing for a period of thirty (30) days. This testing period is to determine whether the Licensed Program(s) functions operate together and whether the Licensed Program(s) meet the Customer's specifications and/or requirements.

At any time during the testing period, upon written notice, the Customer may discontinue the Licensed Program(s) and receive full credit or refund for the amount of the license fee. If written notice of discontinuance is not received by HTE prior to the end of the testing period, or if the Customer uses the Licensed Program(s) for other than non-productive use during the testing period, the Licensed Program(s) shall be deemed to be accepted under the provisions of this Agreement.

#### **VII. LICENSED PROGRAM SERVICES**

Training on HTE Licensed Program(s), if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the completion of each training session at the rate specified in the applicable Supplement(s). The Customer understands that the number of training sessions and the number of hours of training vary per application, and are estimated based on HTE's experience in the training of other Customers for the same applications. Additional training can be provided upon request of the Customer at the then prevailing rate per hour.

Conversion, if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the rate specified in the applicable Supplement(s) or at HTE's then prevailing rate per hour. Data must be given to HTE in an IBM compatible format

on a specified magnetic media. Data must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. All manual conversions are the responsibility of the Customer.

Modifications, if any, will be provided for in the Supplement(s) and will be controlled by the HTE System Change Request form ("SCR") which will be prepared for the Customer by the HTE Project Manager responsible for that module. HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with appropriate payment as provided for in the Supplement(s).

Project Management is strongly recommended by HTE, and if provided for in the Supplement(s), will be invoiced as indicated in the Supplement(s).

HTE will provide the Customer with the Support Services listed below for the HTE Licensed Program(s) for such period as may be listed in the Supplement(s), and commencing one hundred twenty (120) days after delivery of the Licensed Program(s). Thereafter the Services will be provided on a year-to-year basis provided the Customer exercises the option and pays HTE's annual support fee.

- a. Toll free telephone support line; twenty-four (24) hours a day, seven (7) days per week.
- b. Electronic support.
- c. Product updates and new releases of the covered Licensed Program(s).
- d. Response to calls, under normal conditions, in approximately twenty-four (24) hours of receipt of incoming call.
- e. Error corrections as made.

Support requests for the first one hundred twenty (120) days after delivery of the Licensed Program(s) shall be directed to the appropriate HTE project manager or trainer. Support Services do not include maintenance on modifications made to the Licensed Program(s) at Customer's request.

Upon commencement of the HTE Support Services, telephone support will be provided using a dedicated support telephone number, and the Customer must have Electronic Customer Support installed. Support requests relating, if applicable, to third party hardware or software will be directed to the Vendor of such products unless otherwise provided for in the Supplement(s). Unless otherwise stated herein or in the Supplement(s), HTE shall assume no responsibility for the pricing of, payment to, or provision for support services of any third party Vendors.

HTE shall not supply any support services nor be liable for any damages in the event that any portion of the Licensed Program(s) is used on equipment or with software products or software systems other than those supplied or approved by HTE. Customer shall receive written authorization from HTE before attaching to the computer system any equipment not supplied or approved by HTE. Authorization shall not be withheld unless said equipment will cause operational damage to the system, or require undue system support from HTE.

Customer acknowledges that the systems supplied by HTE have unique operating properties and are a matched system of components which must not be altered, modified, or tampered with without specific assistance from HTE designated personnel. HTE shall not be liable for any damage or loss of function which results from violating the approved operating environment by personnel not approved by HTE.

In the event of the failure of any hardware component or other third party product supplied under this Agreement to function or operate in conformance with specifications, HTE shall have no obligation for warranty beyond that of the hardware or other third party manufacturer or that specified in the Supplement(s).

## **VIII. PROTECTION AND SECURITY OF PROPRIETARY MATERIALS**

The Customer acknowledges that the Licensed Program(s), including the source code, design specifications and associated documentation of the Licensed Program(s), (the "HTE Proprietary Information") constitute proprietary information and trade secrets of HTE and will remain the sole property of HTE. The Customer agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of the HTE Proprietary Information. The Customer shall hold in confidence the HTE Proprietary Information for its benefit and internal use only by its employees. The Customer further acknowledges that, in the event of a breach or threatened breach by the Customer of the provisions of this paragraph,

HTE has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

#### IX. WARRANTY

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150*  
HTE warrants that for a period of ~~ninety (90)~~ <sup>one hundred and fifty (150)</sup> days after acceptance, as provided for in Section VI, the HTE Licensed Program(s) listed in the Supplement(s) will perform in substantial compliance with the reference documentation supplied by HTE, provided the Licensed Program(s) are used in the proper operating environment. HTE does not warrant that the functions contained in the Licensed Program(s) will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the ~~ninety (90)~~ <sup>one hundred and fifty (150)</sup> day period after the completion of the Licensed Program testing described in Section VI. Any other utility or incidental software distributed by HTE will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. HTE shall be responsible only for the Licensed Program(s) and products as originally supplied and accepted by Customer, and for changes made to the Licensed Program(s) by HTE's authorized representatives. HTE will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Program(s) made by the Customer or any other unauthorized party.

HTE warrants that it has the right to license the HTE Licensed Program(s) listed in the Supplement(s) and that the HTE Licensed Program(s) does not infringe any intellectual property of any third party. HTE agrees to indemnify Customer against expenses, including reasonable attorneys' fees, and liability arising from any claim of infringement related to HTE Licensed Program(s) provided HTE shall have the right to control the defense or settlement of any such claim. If use of the HTE Licensed Program(s) by the Customer is enjoined by any infringement proceeding, HTE shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the HTE Licensed Program(s) or if that is not possible, HTE shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

HTE does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by HTE.

**HTE MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

#### X. COPY AND USE

Customer shall have the right to use the Licensed Program(s) in equipment or systems supplied or approved by HTE while this Agreement is in effect. Such approval shall not be unreasonably withheld. Customer shall have the right to make copies of the Licensed Program(s) and the associated reference documentation for archival and/or backup purposes only. Any copies made by Customer shall be the property of HTE.

#### XI. LIMITATION OF LIABILITY AND REMEDIES

To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, HTE shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any negligent acts, or negligent omissions of HTE, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. In no event, however, will HTE be liable for any consequential damages, including lost profits, savings or procurement costs, even if HTE has been advised of their possibility.

Except for HTE's obligations to indemnify the Customer under infringement actions, as noted in Sections IX and XII of this Agreement, and claims for personal injury or damages to real or tangible personal property caused by HTE's negligence as noted above, HTE's liability for damages to the Customer for any cause whatsoever under this Agreement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Agreement for HTE Licensed Program(s) and services, not including any fees associated with HTE project management and related out-of-pocket expenses.

In situations involving performance or nonperformance of Licensed Program(s) furnished under this Agreement, the Customer's remedy is (1) the correction by HTE of Licensed Program defects, or (2) if, after repeated efforts, HTE is unable to make the Licensed Program(s) operate as warranted, the Customer shall be entitled to recover actual, direct damages to the

limits set forth in this section upon the return or complete destruction of the Licensed Program(s) for which damages are sought.

## **XII. PATENT AND COPYRIGHT INDEMNITY**

HTE will, at its expense, defend the Customer against any claim that the HTE Licensed Program(s) supplied hereunder infringe a U. S. patent or copyright, and HTE will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

- a. Give HTE prompt written notice of any such claim, and
- b. Allow HTE to control, and fully cooperate with HTE in the defense and all related settlement negotiations.

The Customer agrees to allow HTE, at HTE's option and expense, if such claim has occurred or in HTE's judgment is likely to occur, to procure the right for the Customer to continue using the Licensed Program(s) or to replace or to modify them so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in HTE's judgment, upon written request, the Customer will return the Licensed Program(s) to HTE, and HTE shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

HTE shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed Program(s) or their combination, operation or use with data or programs not furnished by HTE or in other than the specified operating environment. This section states HTE's entire obligation to the Customer regarding infringement.

## **XIII. COPYRIGHT PROTECTION**

The software and any written documentation associated therewith are protected under the Copyright Laws of the United States. HTE warrants and Customer acknowledges that HTE has the following exclusive rights with regard to the Licensed Program(s):

- a. To reproduce the Licensed Program(s) in any or all forms.
- b. To adapt, transform or rearrange the Licensed Program(s).
- c. To prepare other products derivative of the Licensed Program(s).
- d. To control the distribution of the Licensed Program(s).

Customer agrees not to violate any of HTE's rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other notices in the Licensed Program(s) and written documentation.

## **XIV. MISCELLANEOUS AGREEMENT PROVISIONS**

**Choice of Law/Dispute Resolution.** This Agreement shall be governed by laws of the State of Illinois. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for DuPage County, Illinois for resolution of all disputes in connection with this Agreement.

**Binding Agreement.** The individual signing this Agreement and any Supplement(s) to this Agreement for the Customer warrants that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Supplement to the Agreement are a valid and binding obligation of the Customer.

**Assignment.** This Agreement and the rights, title, and interest may not be assigned or transferred by the Customer without the prior written consent of HTE, which consent may be withheld by HTE. HTE may assign its rights, title and interest by providing prior written notice to the Customer.

**Successors Bound.** The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and HTE.

**Force Majeure.** Neither party is responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control.

**Severability.** If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Notices.** Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

**Publication.** HTE reserves the right to publish certain information regarding this Agreement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Agreement and listing Customer's name on HTE's complete customer listing that is made available to other HTE customers and potential customers.

**Headings.** Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

**Non-Hiring Statement.** During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of HTE or persons who have been employed by HTE within the immediate past twenty-four (24) months without prior consent of HTE

**Non-waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**Entire Agreement.** This Agreement and any Supplement(s) and/or Amendments to this Agreement constitute the entire Agreement between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of HTE. Preprinted conditions and all other terms not included in this Agreement, the Pricing and Payment Supplement(s) to this Agreement, and the Hardware Purchase Agreement(s), if applicable, on any purchase order or other document submitted hereafter by Customer are of no force or effect and the terms and conditions of the HTE Agreements shall control unless expressly accepted by HTE in writing to the Customer.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

**CUSTOMER**

**H.T.E., INC**



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

Susan D. Falotico, Chief Financial Officer  
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

July 12, 2002  
\_\_\_\_\_  
Date

IBM and AS/400 are registered trademarks of International Business Machines Corporation.

Supplement to the H.T.E., Inc. Software License and Services Agreement  
Illinois State-Mandated Contract Terms:

Herein, "contractor" refers to HTE.

EQUAL EMPLOYMENT OPPORTUNITY:

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the

contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

#### Sexual Harassment

H.T.E., as a party to a public contract, have a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the bidder's or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;

6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

### Drug Free Work Place

H.T.E. as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### Discrimination

H.T.E., its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section

504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights' rules are specifically incorporated herein.

The American's with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

**SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT  
 BY AND BETWEEN H.T.E., INC. AND VILLAGE OF DOWNERS GROVE, IL  
 SCHEDULE A-PRICING AND PAYMENT SCHEDULE  
 CONTRACT NO. DWNR-20020564**

This Supplement is to the H.T.E., Inc. Software License and Services Agreement (Agreement) dated of even date herewith, between H.T.E., Inc. (HTE) and Village of Downers Grove, IL (Customer or Village). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

**Designated Machine**

Use of the Licensed Program(s) provided in this Supplement on platforms other than specified below, without written permission from HTE, may be subject to an upgrade charge.

Type: \_\_\_\_\_ Model: \_\_\_\_\_ Serial Number \_\_\_\_\_  
 Operating System: \_\_\_\_\_ Tape Drive: \_\_\_\_\_

HTE Licensed Programs	License Fees	No. Days of Training	Training Fees	No. of Installation Days	Installation Fees	Conversion Fees	Annual Support
Mobile Data Browser Message Switch Software (1-100 clients) - M1	\$ 54,950.00	1	\$ 1,000.00		\$ 3,000.00		\$ 9,900.00
Staging Fee					1,600.00		
Mobile Data Browser Client (68 units) - Police Department - MB	51,000.00	4	4,000.00				10,200.00
Mobile Data Browser Client (15 units) - Fire Department - MB	11,250.00				Included in M1 Install		2,250.00
Field Reporting Server Software (1-100 units) - M2	22,900.00				4,000.00		4,200.00
Staging Fee					1,600.00		
Field Incident Reporting (68 units) - C1	51,000.00	4	4,000.00				10,200.00
E-911 Interface - E9	2,850.00						1,400.00
CAD Redundancy - RE	19,500.00	1	1,000.00	1	1,000.00		3,600.00
Pager Connect Interface - PG (includes ByteWare Paging Software)	3,350.00						700.00
IWS Photo Imaging Interface - PH <sup>1</sup>	7,000.00						1,260.00
Fires Records Management (Incident & Prevention) - FS	23,800.00	3	3,000.00			\$ 15,000.00	4,300.00
Fire Resource Activity Tracking - FR	6,900.00	3	3,000.00				1,300.00
Emergency Medical Systems Reporting - ES	14,750.00	3	3,000.00			12,500.00	2,700.00
Automatic Vehicle Locaton Trimble Interface - AV <sup>1</sup>	7,400.00			2	2,000.00		1,400.00
Zetron Interface (Model 26) - ZE <sup>1</sup>	6,150.00			1	1,000.00		1,200.00
QRep Catalog - (FS, ES) - CG	2,500.00						500.00
<b>HTE Licensed Programs Subtotal</b>	<b>\$ 285,300.00</b>						
<b>Minus Discount</b>	<b>\$ (38,620.00)</b>						
<b>HTE Licensed Program Totals</b>	<b>\$ 246,680.00</b>	<b>19</b>	<b>\$ 19,000.00</b>	<b>4</b>	<b>\$ 14,200.00</b>	<b>\$ 27,500.00</b>	<b>\$ 55,110.00</b>

Third Party Applications	License Fees	No. Days of Training	Training Fees	Annual Support
GTG Looking Glass Dispatch (5 units) - LA	\$ 25,000.00	3	\$ 3,000.00	\$ 5,250.00
QRep End Users (Police & Fire 2 users) - CG	750.00	4	4,000.00	500.00
HGE GUI Interface - CAD 400 & CRIMES - GU	1,000.00			500.00
HGE GUI Client (55 concurrent users) - GU	28,875.00			8,250.00
<b>Third Party Applications Total</b>	<b>\$ 55,625.00</b>	<b>12</b>	<b>\$ 7,000.00</b>	<b>\$ 14,500.00</b>

HTE VAR Hardware/Software & Services <sup>2</sup>	Hardware/Software & Service Fees
HTE VAR Hardware	\$ 11,535.00
<b>HTE VAR Hardware/Software &amp; Services Totals</b>	<b>\$ 11,535.00</b>

Payment Schedule	Total Contract	Due Upon Contract Execution	Due As Incurred/Delivered	Due As Otherwise Noted
HTE License Fees	\$ 246,680.00	\$ 246,680.00		
HTE Training Fees	19,000.00		\$ 19,000.00	
HTE Installation Fees	14,200.00		14,200.00	
HTE Conversion Fees SCR #s 2002-203502, 2002-203503	27,500.00	13,750.00	13,750.00	
HTE Standard Project Management Fees	28,000.00	9,520.00		\$ 18,480.00
HTE Annual Support Fees	55,110.00			55,110.00
Third Party License Fees	55,625.00	55,625.00		
Third Party Training Fees	9,000.00		9,000.00	
Third Party Support Fees	14,500.00			14,500.00
HTE VAR Hardware	11,535.00			11,535.00
<b>GRAND TOTALS</b>	<b>\$ 481,150.00</b>	<b>\$ 325,575.00</b>	<b>\$ 55,950.00</b>	<b>\$ 99,625.00</b>

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

**\*Payments:**

**THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:**

- HTE License Fees: \$246,680.00 due upon execution of this Supplement.
- HTE Training Fees: On invoice, as incurred.
- HTE Installation Fees: On invoice, as incurred.
- Conversion Fees: 50% upon the execution of the System Change Request (SCR) (includes \$250.00 processing fee noted below) and the remaining 50% upon completion.
- Project Management Fees: 34% due upon execution of this Supplement; 33% due upon completion of the first training session but not later than ninety (90) days following execution of this Supplement; and 33% due upon final go-live but not later than 270 days following execution of this Supplement. The term "Go-Live" is referred to as Customer's use of the Licensed Programs with real data in a production (and not testing) mode.
- Application Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.
- Third Party License Fees: Upon execution of this Supplement.
- Third Party Training Fees: On invoice, as incurred.
- Third Party Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.
- HTE VAR Hardware & Services: Payments shall be due as provided in the attached HTE Product Agreement number 2002053101SA.
- Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the HTE Corporate Travel and Expense Reimbursement Policy.

<sup>1</sup>The interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable hardware and system software from the appropriate third party vendor.

**<sup>2</sup>HTE VAR Third Party Hardware, Software and Services**

It is hereby acknowledged by the parties that HTE VAR is the vendor for the hardware and its related software and services. All fees for such shall be paid to HTE in accordance with the attached HTE Product Agreement number 2002053101SA which by its reference is incorporated herein.

### **Extended Warranty**

HTE agrees to extend the warranty provisions of Section VI of the Agreement for the Licensed Programs provided for herein to a period of one hundred fifty (150) days.

### **HTE Support Services**

The initial term of HTE application support services shall commence one hundred twenty (120) days after delivery of the Licensed Program(s), and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period.

### **Third Party Support Services**

The initial term of Third Party application support services shall commence one hundred twenty (120) days after delivery of the Licensed Program(s), and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period.

### **Application Training**

Listed above are the number of days of training for the Licensed Programs listed. Additional application training, if requested by the Customer, can be provided upon request at the standard billing rate in effect at that time. Any fee quoted does not include travel and living expenses.

The training will be conducted in a "Train the Trainer" environment. The CAD/Mobile committee will make the final determinations as to who will attend training and will ensure that necessary staff is available on training dates agreed to by HTE and the Village.

### **Project Management**

A description of the applicable level of Project Management is attached to this Supplement and fees will be invoiced in the amounts and under the terms noted above. A mutually agreeable work plan will be created by the HTE Project Manager and the Customer. Additional Project Management, if requested by Customer, will be invoiced at the then current HTE rate. Any fee quoted does not include travel and living expenses.

Project Management will provide a single point of contact for the entire HTE related portion of the project. Project Management will provide a schedule plan that includes detailed information as to components the Village needs to have purchased and installed prior to each HTE installation phase, assist with final determination of the components of each phase, planning and scheduling training and participating in final and ongoing testing as components are installed. HTE's Project Manager will work with the Village co-Project Managers Bill Herman and Tracy Adams to arrive at a mutually agreeable determination of system completion.

### **Conversion**

Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the HTE Systems Change Request (SCR) form which will be prepared for the Customer by the HTE Conversion Team Manager. There will be a Two Hundred Fifty dollar (\$250.00) non-refundable processing fee for preparation of each SCR requested by the Customer. HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable processing fee. The final fifty percent (50%) payment is due upon completion. Data must be given to HTE in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Supplement are attached for Customer signature and return to HTE along with this Supplement.

### **Scheduled Resource Changes**

Customer acknowledges that HTE makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of HTE's personnel and to obtain favorable prices for travel and living. Accordingly, the following cancellation charges apply to training and on-site project management sessions canceled at the request of Customer: Cancellation within seven (7) days of start date, Customer pays fifty percent (50%) of the total price for the training or on-site project management; cancellation within three (3) days of start date, Customer is responsible for entire price of the training or on-site project management. In addition to the foregoing, Customer shall be obligated to reimburse HTE for any non-refundable expenses incurred by HTE for travel expenses. Notwithstanding the above, HTE will endeavor to reschedule HTE personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent HTE is successful in such rescheduling, Customer's payment obligations shall be reduced.

### **Third Party Software and Hardware**

Unless otherwise provided for herein, warranty and maintenance offerings by HTE for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. HTE does not make any warranties nor provide any source code for any non-HTE products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

### **Publication**

HTE reserves the right to publish certain information regarding this Supplement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Supplement and listing Customer's name on HTE's complete customer listing that is made available to other HTE customers and potential customers.

### **Preprinted Terms and Conditions**

Preprinted conditions and all other terms not included in this Supplement or in the Agreement on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement, and if applicable, this Supplement and the Hardware Purchase Agreement if applicable, shall control unless expressly accepted by HTE in writing to the Customer.

### **Non-Hiring Statement**

During the term of this Supplement and for a period of twenty-four (24) months after the termination of this Supplement, the Customer may not offer to hire or in any way employ or compensate any of the employees of HTE or persons who have been employed by HTE within the immediate past twenty-four (24) months without prior consent of HTE.

### **State-Mandated Terms and Conditions**

The attachment hereto entitled " Supplement to the H.T.E., Inc. Software License and Services Agreement, Illinois State-Mandated Contract Terms" is hereby incorporated by this reference.

**The following outlines anticipated implementation schedules, product functionality, and intended future functionality of certain products, which dates are subject to change:**

#### **E-911 Interface**

Re-enable the E-911 interface. Allows name and address information to be copied into CAD calls through the use of a Unicode on the CAD command line. HTE will install the E-911 Interface Upgrade through a remote connection to the Village system with the assistance of the Police Records Management staff.

#### **CAD400 Redundancy**

Allows Dispatchers to continue to generate calls using CAD400 when the main AS/400 is down for backups, maintenance, or unexpected problems. Dispatchers, by selecting the icon for the backup system displayed on their PC desktop, can switch over to the redundancy AS/400 and may have a minimum of sixty (60) seconds of data loss depending on when the outage occurs. CAD400 will continue to function on the redundancy box until the main AS/400 is available. At that time, dispatchers will be able to return to the main AS/400 without loss of data. Installation of the redundancy software to both the main and redundant AS/400 will be completed by HTE. AS/400 operating system upgrades to the redundancy AS400 will be completed by Village Information Services Staff prior to the new main AS400 being installed.

#### **Looking Glass Dispatch Mapping**

Dispatchers will be able to view a Village map that indicates call locations, fire unit locations once AVL is installed, zoom in and out of areas for providing directions, to the public and view Grid and Zone lines on the map. Map layers for Grid, Zone, or any other sub-division of the city are the responsibility of the Village GIS staff. Views of the map may be at the dispatcher's desktop or on a single mounted monitor in the dispatch center.

#### **MDB Message Switch w/Mobile Flash / Message Switch Staging**

The MDB Message Switch will provide reliable communication functionality between in-house systems and MDB units and provide the ability to establish "message of the day" informational messages via the Mobile Flash screen for Sergeants to use in order to minimize roll call time and time spent inside the Police Department accessing informational e-mails on the Village system.

Mobile Flash will successfully upgrade the MDB unit upon the request of the mobile user. Minor changes to applications and documents used through MDB will not require system administrator intervention at the laptop itself Major MDB system upgrades; new release loads and troubleshooting-maintenance may require system administrator intervention at the laptop itself.

The Message Switch Server will be staged by HTE. The Village will be responsible for providing an analog line for remote support, required network line for connectivity and the Frame Relay line and router for CDPD connectivity.

Mobile Data Browser with Mobile Flash is currently available and is ready for installation. Officer training is currently planned for late December 2002 with the planned completion of January 1, 2003. All dates are directly dependant on purchase of the server hardware, software and CDPD by the Village, timely shipment to HTE for staging and schedules at time of delivery. The Village is responsible for all shipping and insurance cost.

#### **Mobile Data Browser Client Software**

Police Records Managers and Fire System Administrator will install MDB client software. Software will provide the following functionality to the Village Public Safety departments from the mobile units:

- ◆ Receive dispatched calls;
- ◆ Receive associated call information, narratives, vehicles, names, call history, cautions, warrants, premise information, routing, special instructions, and hydrants;
- ◆ Ability to change status;
- ◆ Ability to enter a disposition and obtain Run/Report#;
- ◆ Add comments to the call narratives;
- ◆ Enter a self-initiated activity;
- ◆ Send/receive messages from any other MDB unit or desktop to both on and off duty personnel. This feature will be available in switch version 2.0 and is planned for delivery March 31, 2003. Any staging and installation before delivery will occur with the existing 1.5.0 switch version;
- ◆ Access to standard set of LEADS 2000 inquiries made available to mobile personnel;
- ◆ Provide the ability to scan an Illinois digital driver's license and populate the 10-27 LEADS screen for inquiring by person's name. HTE's current development plan includes the development of a feature that reads barcodes and populates certain fields within MDB. The specific hardware and software barcode format has yet to be uniquely defined. Once defined, this aggregate solution will become the standard solution for the MDB software then available. This feature is planned for delivery by March 31, 2003. Delivery for solutions that vary from the standard will be quoted when the non-standard requirement is known;
- ◆ Provide the ability to capture and transmit a photo via car-to-car messaging using a barcode reader/camera device. HTE's current development plan includes the development of a feature that allows the user to take a digital photo with a third party provided digital camera/device and then import the photo into MDB where the photo can be displayed on the screen and sent to another MDB unit where it can also be displayed on the screen. The specific hardware and software, although generally understood, has yet to be uniquely defined. Once defined, this aggregate solution will become the standard solution for the MDB software then available. This feature is planned for delivery by 3/31/03. Delivery for solutions that vary from the standard will be quoted when the non-standard requirement is known;

The transmission of information such as photos over a limited bandwidth network such as most wireless wide area networks currently in service will result in a significant increase in network traffic and may cause significant delays in messaging. HTE makes no claims as to the performance of the wireless network when photo transmission traffic is added to the existing network message load.

- ◆ Ability for the Fire Department to complete the required reporting at the hospital when completing a transport will require access to the Village system via a dial-up connection or other network connection. System performance for entry of full reports over CDPD will be dependant upon the a number of factors. CDPD performance, number of tables and paging of the tables by user and size of the report. Full report entry VIA CDPD isn't recommended due to average throughput of CDPD being at best 14,000 BPS;
- ◆ Access to HTE Fire software pre-plans will be via Client Access Express;
- ◆ Access to Looking Glass Mobile Mapping – Customer may create a button in MDB to launch the application which will reside on Mobile PC.

### **Pager Connect Interface**

Will provide emergency notification of calls and other information dispatched from CAD to designated fire and police personnel. Paging can be done by group or individual assigned to a unit. HTE will supply and install AS/400 paging software from one of the following firms: Robot Alert, MBA Page/Manager, or Messenger Plus by Bytware. The interface will be installed by HTE. The Village will complete the CAD paging setup.

### **Field Reporting w/Mobile Flash**

Field Reporting license provides the ability for incident reports to be transmitted electronically to the Field Reporting server and be held for review by Sergeants and Records before being made part of Crimes data. It also provides the ability to return reports needing correction to the officer by either Records or the Sergeants. Officers will also have the ability to copyover base call information from the CAD call and complete police incident reports on-line using user defined screens.

The narrative section provides word wrap, spell check and the ability to create "fill in the blank" templates for associated police reports. It also provides the ability to update Field Reporting screens and table options through the use of Mobile Flash so as to eliminate the need for loading of changes by system administrative personnel on each mobile unit.

HTE training will include installation instructions and the Police Records Managers will install future copies of the software. The Field Reporting planned estimated go-live date is not later than May 31, 2003. All dates are directly dependant on purchase of the server hardware and software by the Village, timely shipment to HTE for staging and schedules at time of delivery. The Village is responsible for all shipping and insurance cost.

### **Field Accident Reporting**

Not purchasing at this time. The State of Illinois requires the State Accident Form be used and filed with the Illinois Department of Transportation (IDOT). IDOT is currently testing custom software for accident report completion and filing. We will wait to determine if this custom software is a possible solution for us. If not, we will cooperate with other Illinois agencies using HTE's Field Reporting software and request as a group the completion of the accident software for Illinois.

### **Server Equipment Staging Fee**

The server used for Field Reporting w/Mobile Flash will be staged by HTE. Server will provide reliable access to Field Reporting for our officers. The Village will be responsible for providing the required analog line for remote support and required network line for connectivity. HTE is not responsible for any down time due to RF or network related problems.

### **IWS Photo Imaging Interface**

Will provide the ability for officers to enter all arrest information in the adult or juvenile arrest module of CRIMES and all information required will pass through the interface for use by the IWS Photo Imaging System that will then pass the information onto the Livescan Fingerprint System. Officers will only be required to enter booking information once. Purchase, installation and set up of the IWS Photo Imaging system itself will be the responsibility of IWS and the Village and will be proposed under a separate recommendation to council as it is being funded by a State grant that will not be available until August at the earliest.

### **Mobile Mugshot**

Purchase of the IWS Internet Browser based system will provide the ability for officers to view digital photos from the IWS system from their mobile units. Software for view only will be available upon Village installation of the IWS system.

Capture and transmission of non Mugshot photo via car-to-car message is a process of MDB.

### **Fire Records Management System**

Will provide the Fire Department with all required reporting elements for NFIRS reporting and will provide the ability for all data to be successfully transmitted electronically. Data from CAD will copy over to each corresponding run and will include dates, times, location, call type and dispatcher comments. System will provide all users the ability to search records by names, locations, and property. Will also provide Fire and EMS data catalogs for use with QREP in order for staff to produce detailed and summary reports on any data element entered within the system. Fire Records Management is planned to be operational by January 30, 2003. System setup and fire personnel training are the responsibility of Village personnel and the "live" date is dependant on local schedules and is estimated as March 1, 2003 "live" date.

### **Emergency Management System**

HTE's EMS software provides the fire department with reporting elements to satisfy the hospital, state, and fire department's data requirements. Data from CAD will copy over to each corresponding run and will include dates, times, units, location, call type and dispatcher comments. Paramedics will have the ability to produce a flat data file comprised of multiple reports for a

selected time period and transmitting the file to the hospital. The file may be attached to an e-mail or saved to a network directory for pickup.

Field Access to EMS reporting will be via a dial up access server and 5250 emulation for direct entry of incident information. The Village will be responsible for establishing the phone line communication necessary for these transmissions.

If the Village wishes to fax copies of the EMS reports to the hospital it will be necessary to purchase and install fax software on the AS/400. HTE can assist with selection a compatible vendor.

EMS Records Management is planned to be operational by November 30, 2002 or upon completion of EMS training, whichever occurs first. System set up and fire personnel training is planned to be completed for a December 1, 2002 "live" date.

**AVL Interface**

Will provide visual tracking of all units equipped with the Trimble Placer 450 GPS device. Installation of the interface software will be provided by HTE during installation of MDB software with Village staff participation to train for future installs. The vendor selected for the mobile laptop installation contract will complete installation of the AVL hardware. Software is planned to be provided no later than December 31, 2002. Use of any other device will require modification in the delivery schedule.

**Fire Station Alerting**

Will provide alerting to the four fire stations via the Village provided Zetron Model 26 for internal call dispatching and receipt of "enroute" status from depression of Model 6 key. Zetron software interface will be installed by HTE and the Village will provide the hardware/software and any connectivity to provide access to the AS/400.

**Firehouse Conversion Program**

Will provide detailed field-by-field conversion of data contained in our current Firehouse Records System for Fire, EMS and Occupancy Records. The Village will provide file layouts, the conversion programs will be completed by HTE and the Village will complete the conversion run. HTE will advise us of any fields which contain inconsistent data entry or which is free form but need to be converted to HTE table driven fields. Designated Fire Department System Manager and Police System Managers will work with HTE to ensure as complete a conversion as possible. Any fields that cannot be converted will be identified by HTE prior to completing the conversion and will be the responsibility of Village staff to convert manually.

**5250 Emulation**

Installing Client Access Express on all mobile units will provide 5250 Emulation connectivity through the existing IBM Licenses. All mobile units will have full access to the AS/400 and it's applications according to AS/400 security established by the system security officer. The Village will complete installation of Client Access Express.

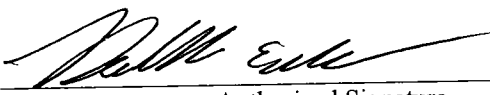
**The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by September 30, 2002.**

**Customer warrants that the amounts to be paid hereunder will be paid out of appropriated funds and are not part of a financing arrangement with any third party.**

**VILLAGE OF DOWNERS GROVE, IL**

**H.T.E., INC.**

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

Ronald E. Goodrow, Executive Vice President

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

August 30, 2002

\_\_\_\_\_  
Date

## Standard Project Management Service Level

Project Management Service Offering	HTE Responsibilities	Customer Responsibilities
<p><b>Standard</b></p>	<ul style="list-style-type: none"> <li>◆ Determine training requirements and schedule appropriate resources.</li> <li>◆ Create a detailed implementation plan, which includes training visits, deliverable schedules and project milestones.</li> <li>◆ Conduct weekly conference calls with the Customer Project Manager to review implementation progress, discuss and resolve issues regarding training and deliverables.</li> <li>◆ Act as single point of contact at HTE.</li> <li>◆ Coordinate HTE resources.</li> <li>◆ Coordinate delivery of hardware and software.</li> <li>◆ Manage Change Control Procedures.</li> <li>◆ Review planned time vs. actual time for HTE resources.</li> <li>◆ Create the Statement of Work (SOW) that defines deliverables and milestones.</li> <li>◆ Conduct on-site kick off meeting with the Customer Project Team.</li> <li>◆ Maintain the implementation plan.</li> <li>◆ Track budget.</li> <li>◆ Maintain the issue log.</li> <li>◆ Schedule and manage conversions, modifications and interfaces as appropriate.</li> <li>◆ Provide monthly status reports.</li> <li>◆ Conduct periodic on-site visits as agreed upon with the Customer Project Manager.</li> </ul>	<ul style="list-style-type: none"> <li>◆ Provide a dedicated Project Manager who monitors and tracks internal customer deliverables and tasks, and serves as the primary contact for HTE issues.</li> <li>◆ Participate in scheduled conference calls or status meetings with HTE Project Manager.</li> <li>◆ Coordinate and schedule internal resources for training and customer provided deliverables.</li> <li>◆ Administer the Change Control Procedure with the HTE Project Manager.</li> <li>◆ Develop test plans and monitor testing.</li> </ul>



# Product Agreement

## Additional Terms

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### Order, Delivery and Installation

This is a custom order. If you cancel an order for Products within 10 business days prior to their shipment date, then you agree to pay any costs we incur for such cancellation, including cancellation charges we are assessed by our suppliers. However, you may not cancel an order after the Products have been shipped, and you may not cancel an order for Subscriptions after they have begun.

We bear the risk of loss for each Product until it is delivered to you. Thereafter, you assume the risk of loss. You must install all Programs and you must install Machines designated as Customer-set-up by the manufacturer. The manufacturer will install all other Machines.

Within 10 business days of their delivery, you may return any Products that are defective on arrival and cannot be installed. Otherwise, if you wish to return any Products which are not defective and have never been installed, then you must first obtain our written consent and agree to pay any return charges we are assessed by our suppliers. Some Products may not be returnable. Following their installation, you may only return the Products under the provisions of the manufacturer's warranty.

### Payment and Assignment

You agree to pay applicable sales taxes or supply exemption documentation. You are responsible for personal property taxes for all Products from the date they are shipped to you.

We invoice the Products when they are shipped. We invoice Subscriptions when they are processed. We will apply your down payment to the invoice amount (the "Invoice Amount"), which will include the price of Products plus shipping charges and applicable sales taxes and the price for the Subscription. The balance of the Invoice Amount is due within 30 days of the invoice date. **Amounts past due will be assessed a late payment charge of 1.5% per month, which you agree to pay.**

### Title and License

We transfer title to Machines to you when we (a) receive the total Invoice Amount due and (b) you return any removed parts that become our property during a feature or model upgrade. The application, use and other aspects of the Programs and the Subscriptions are solely governed by the terms and conditions of the applicable agreement between you and the manufacturer.

If you fail to pay the Invoice Amount, including late payment charges, then we may remove and repossess the Machine without notice or demand, and we may request the manufacturer to cancel the Program license or Subscription.

### Warranty

All warranties with regard to the Products or the Subscriptions are provided directly by the manufacturer to you. We warrant only that we are authorized to supply Products and the Subscriptions. **THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND WE MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We do not warrant uninterrupted or error-free operation of any Product.**

### Limitation of Liability

If you are entitled to recover damages from us, in each instance, regardless of the basis on which damages can be claimed, we are liable only for actual damages caused by a Product in an amount no greater than the price you have paid for the Product that is the subject of the claim. **Under no circumstances are we responsible for (a) loss of, or damage to, your programs, records or data; or (b) special, incidental, consequential or other indirect damages (including lost profits or savings), even if we are informed of their possibility.**

### Dispute Resolution

This Agreement shall be governed by laws of the State of Illinois. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for DuPage County, Illinois for resolution of all disputes in connection with this Agreement.



**HTE VAR**  
a Vertical VAR company

**HTE, Inc.**  
**GPS Receivers Units**  
**Downers Grove, IL**

**GPS Receiver Units**<sup>1</sup>

Description	Qty	Unit Price	Extended Price	Warranty Period
Placer 450 GPS, TAIP, Receiver, Power Cable and 1A Fuse	15	\$599.00	\$8,985.00	12 months
GPS antenna Kit with gasket, 5m of cable and connectors <sup>5</sup>	15	\$125.00	\$1,875.00	12 months
Interface Cable DB9, RS232 6' <sup>5</sup>	15	\$20.00	\$300.00	N/A
<b>GPS Receiver Hardware</b> <sup>3,4</sup>			<b>\$11,160.00</b>	
<b>Shipping</b>			<b>\$375.00</b>	
<b>GPS Receiver Hardware Grand Total</b>			<b>\$11,535.00</b>	

<sup>1</sup>The third-party hardware and pricing referenced in this proposal are guaranteed for 30 days only. Availability and pricing are subject to change at the discretion of the manufacturer; therefore, this proposal may require updating part numbers and pricing.

<sup>2</sup> Warranty on the hardware is 1 year factory warranty, no other warranties will apply.

<sup>3</sup> There is a 20% re-stocking fee for any equipment returned to vendor other than for equipment failure.

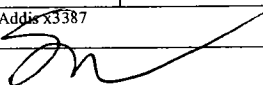
<sup>4</sup> Installation and/or training prices do not include travel and living expenses. Actual travel and living expenses for installation and/or training trips will be re-billed to the customer.



Helping Government Work Better.™

# HTE, Inc.

## SYSTEM CHANGE REQUEST

<b>CLIENT:</b> Downers Grove, IL, DWRN		<b>SCR NUMBER:</b> 2002-203502	
<b>APPLICATION:</b> Fire Incident Reporting Conversion			<b>DATE:</b> May 30, 2002
<b>REQUEST DESCRIPTION</b>			
<p>HTE will provide the following conversion services, if appropriate, for information from the current, fires records management system to the HTE Fires Management System.</p> <ul style="list-style-type: none"> <li>▪ Cross Reference and System evaluation, required for any module</li> <li>▪ DDS and data analysis (required)</li> <li>▪ Basic Fire Incident (NFIRS) and fire prevention including occupancy</li> <li>▪ Hose/Hydrants, EMS, Training (NOT INCLUDED)</li> </ul> <p>All personnel must be entered in the Personnel module. HTE will provide a tool for the client to create table and employee cross reference file.</p> <p>Data to be converted must be provided on IBM/AS400 compatible media. File layouts with field descriptions must be provided for each file that is to be converted. All numeric fields must be right justified and zero filled. All data files must have fixed length records and fixed length fields. The extraction of textual data string content into separate fixed data fields is not provided. If data is not provided in an AS400, fixed length format, as listed above, or requires any data cleanup, HTE will at its discretion, require an additional SCR or return the data to the client. Files not provided in fixed length format will require an additional SCR at a minimum of 2 hours per file. No guarantee will be made that we will be able to transfer non-fixed format files to a usable fixed format.</p> <p>The client is responsible for providing files that are fixed length record formats with fixed length fields. These files must be loaded onto the AS400 and their location on the AS400 provided to the programmer working on the conversion. HTE will assist with any questions on transferring these files from a PC to the AS400.</p> <p>Client is responsible for providing a contact to assist with field mapping and any question that might occur during the conversion process.</p> <p>Client is responsible for testing/verifying the converted data. Once the data has been accepted as complete, the conversion will be run over production. Once data has been deemed accurate and loaded into production, any additional corrections or issues will be billable.</p> <p>Client must return completed table cross reference within 30 days of receipt and must provide test results within 30 days of receiving test data, unless waived by HTE. Data must be tested completely on each test run. Only errors identified in the initial run will be corrected in subsequent runs. Errors that are identified in subsequent runs may require an additional SCR if they were not initially identified and will require significant work that could have been avoided if identified earlier.</p> <p>HTE will provide assistance with the testing process and correct identified problems as described above prior to putting data into production.</p> <p>This conversion estimate is based upon the information available to HTE at this time. Upon receiving additional conversion information and once the conversion analysis has been done, additional billable hours may be required. Customer approval via an addendum SCR will be secured before any charges in excess of this SCR are incurred.</p> <p>This SCR is a supplement to the existing HTE Agreements and Supplements executed between HTE and you. Unless otherwise stated, all their terms and conditions shall remain in effect and apply to this SCR.</p>			
		<b>FIXED COST:</b>	<b>\$15000.00</b>
HTE, inc. CONFIRMATION: Kevin Addis X3387 kaddis@hteinc.com		Susan D. Falotico, Chief Financial Officer July 12, 2002	
<b>CLIENT AUTHORIZATION:</b> 			
<b>REQUESTED COMPLETION DATE:</b>			

### INSTRUCTIONS:

- 1) Sign and copy for your records.
- 2) Return original signed copy to HTE, Inc. --FINANCE/ACCOUNTING DEPT.
- 3) Cost is guaranteed for 30 days from the date above
- 4) On site installation and training is not included in cost unless specified above.
- 5) If this site is under HTE's modification maintenance agreement, this modification will automatically be put under the plan as well. Should you require further information regarding HTE's modification maintenance agreement, please contact HTE's Operations Department at (800) 727-8088.

### INVOICE -

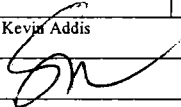
- All billing for this request will refer to the SCR number located at top right of this form.
- Please remit 50% of total cost with signed SCR Work cannot begin until 50% payment is received.
- Prices are quoted in U.S. dollars.



Helping Government Work Better.™

# HTE, Inc.

## SYSTEM CHANGE REQUEST

<b>CLIENT:</b> Downers Grove, IL, DWRN		<b>SCR NUMBER:</b> 2002-203503	
<b>APPLICATION:</b> EMS Reporting		<b>DATE:</b> May 30, 2002	
<b>REQUEST DESCRIPTION</b>			
<p>HTE will provide the following conversion services, if appropriate, for information from the current, EMS records management system to the HTE Fires Management System.</p> <ul style="list-style-type: none"> <li>▪ Cross Reference and System evaluation, required for any module</li> <li>▪ DDS and data analysis (required)</li> <li>▪ EMS Reporting</li> </ul> <p>Since the EMS application utilizes many user definable features, the EMS application must be completely set up prior to conversion. All personnel must be entered in the Personnel module. THE will provide a tool for the client to create table and employee cross reference file.</p> <p>Data to be converted must be provided on IBM/AS400 compatible media. File layouts with field descriptions must be provided for each file that is to be converted. All numeric fields must be right justified and zero filled. All data files must have fixed length records and fixed length fields. The extraction of textual data string content into separate fixed data fields is not provided. If data is not provided in an AS400, fixed length format, as listed above, or requires any data cleanup, HTE will at its discretion, require an additional SCR or return the data to the client. Files not provided in fixed length format will require an additional SCR at a minimum of 2 hours per file. No guarantee will be made that we will be able to transfer non-fixed format files to a usable fixed format.</p> <p>The client is responsible for providing files that are fixed length record formats with fixed length fields. These files must be loaded onto the AS400 and their location on the AS400 provided to the programmer working on the conversion. HTE will assist with any questions on transferring these files from a PC to the AS400.</p> <p>Client is responsible for providing a contact to assist with field mapping and any question that might occur during the conversion process.</p> <p>Client is responsible for testing/verifying the converted data. Once the data has been accepted as complete, the conversion will be run over production. Once data has been deemed accurate and loaded into production, any additional corrections or issues will be billable.</p> <p>Client must return completed table cross reference within 30 days of receipt and must provide test results within 30 days of receiving test data, unless waived by HTE. Data must be tested completely on each test run. Only errors identified in the initial run will be corrected in subsequent runs. Errors that are identified in subsequent runs may require an additional SCR if they were not initially identified and will require significant work that could have been avoided if identified earlier.</p> <p>HTE will provide assistance with the testing process and correct identified problems as described above prior to putting data into production.</p> <p>This conversion estimate is based upon the information available to HTE at this time. Upon receiving additional conversion information and once the conversion analysis has been done, additional billable hours may be required. Customer approval via an addendum SCR will be secured before any charges in excess of this SCR are incurred.</p> <p>This SCR is a supplement to the existing HTE Agreements and Supplements executed between HTE and you. Unless otherwise stated, all their terms and conditions shall remain in effect and apply to this SCR.</p>			
		<b>FIXED COST:</b>	<b>\$12500.00</b>
HTE, inc. CONFIRMATION: Kevin Addis x3387 kaddis@hteinc.com		Susan D. Falotico, Chief Financial Officer    July 12, 2002	
<b>CLIENT AUTHORIZATION:</b> 			
<b>REQUESTED COMPLETION DATE:</b>			

**INSTRUCTIONS:**

- 1) Sign and copy for your records.
- 2) Return original signed copy to HTE, Inc. -FINANCE/ACCOUNTING DEPT.
- 3) Cost is guaranteed for 30 days from the date above
- 4) On site installation and training is not included in cost unless specified above.
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**INVOICE -**

- All billing for this request will refer to the SCR number located at top right of this form.
- Please remit 50% of total cost with signed SCR Work cannot begin until 50% payment is received.
- Prices are quoted in U.S. dollars.



Sales 800-367-1508  
 Service 800-247-6771  
 Fax 217-753-6536

Date 7/23/2002 Customer Account # VODG

Quote Number: 39562

**BILL TO ADDRESS**

Company VILLAGE OF DOWNERS GROVE  
 Customer TRACY ADAMS  
 Address1 825 BURLINGTON AVENUE  
 Address2

**SHIP TO ADDRESS**

VILLAGE OF DOWNERS GROVE  
 TRACY ADAMS  
 825 BURLINGTON AVENUE

City DOWNERS GROVE, IL 60515

DOWNERS GROVE, IL 60515

Phone # 630-434-5611

Customer P.O. #

Account Representative: Jenny Weber 110

Qty	CDS #	Mfg #	Description	Price	Extended
30	CF-28PBJA1PM	CF-28PBJA1PM	CF-28 ,PIII 800, 256 RAM, 30 G HD, WIN 2000, SIERRA WIRELESS WITH CISCO WIRELESS LAN	\$5325.00	\$159750.00
30	CF-WMKB281	CF-WMKB281	BACKLIT KEYBOARD FOR CF-28	\$317.00	\$9510.00
30	CF-28DSH-0	CF-28DSH-0	CF-28 DOCKING STATION W/PORT REPLICATOR , POWER SUPPLY, TIME OUT TIMER & TILT SWIVEL	\$700.00	\$21000.00
30	MAX-8053MLC	MAX-8053MLC	3DB GAIN ANTENNA ROOF/TRUNK MOUNT W20' CABLE	\$35.00	\$1050.00
30	1100051S	1100051	SIERRA BOOSTER WITHOUT GPS	\$389.00	\$11670.00
30	SWI-2000096	SWI-2000096	BOOSTER TO MODEM RF CABLE	\$20.00	\$600.00

STATE CONTRACT # CMCE000645

Subtotal	\$203580.00
Shipping	\$0.00
Service	\$0.00
Sales Tax	\$0.00
<b>Quote Total</b>	<b>\$203580.00</b>



Sales 800-367-1508  
 Service 800-247-6771  
 Fax 217-753-6536

Date 8/23/2002 Customer Account # VODG

Quote Number: 40358

**BILL TO ADDRESS**

**SHIP TO ADDRESS**

Company VILLAGE OF DOWNERS GROVE  
 Customer TRACY ADAMS  
 Address1 825 BURLINGTON AVENUE  
 Address2  
 City DOWNERS GROVE, IL 60515

VILLAGE OF DOWNERS GROVE  
 TRACY ADAMS  
 825 BURLINGTON AVENUE  
 DOWNERS GROVE , IL 60515

Phone # 630-434-5611

Customer P.O. #

Account Representative: Jenny Weber 110

Qty	CDS #	Mfg #	Description	Price	Extended
38	CF-28PBJA1PM	CF-28PBJA1PM	CF-28 ,PIII 800, 256 RAM, 30 G HD, WIN 2000, SIERRA WIRELESS WITH CISCO WIRELESS LAN	\$5325.00	\$191700.00
51	CF-WMKB281	CF-WMKB281	BACKLIT KEYBOARD FOR CF-28	\$317.00	\$16167.00
17	CF-VCD271	CF-VCD271	INTERNAL 24X CD-ROM DRIVE POCKET SLOT	\$317.00	\$5389.00
2	171208	CF-M34NEFBEM	PIII 700MHz, 256MB, 20GB, 8.4"SVGA-HIGH BRIGHT COMBO, SIERRA WIRELESS, NT/2000	\$3925.00	\$7850.00
17	CF-28DSH-0	CF-28DSH-0	CF-28 DOCKING STATION W/PORT REPLICATOR , POWER SUPPLY, TIME OUT TIMER & TILT SWIVEL	\$700.00	\$11900.00
1	063657	CF-VFDU03W	USB FD FOR TOUGHBOOK 34 37 72	\$155.00	\$155.00
1	787544	KXL-807A-M1	TOUGHBOOK 17 20X EXTERNAL CD-ROM	\$235.00	\$235.00
17	MAX-8053MLC	MAX-8053MLC	3DB GAIN ANTENNA ROOF/TRUNK MOUNT W20' CABLE	\$35.00	\$595.00
17	CF-28PBJAAPM	CF-28PBJAAPM	PIII 800 MHZ 12.1 TF SVGA/TOUCH 256M, 30GGB WIN 2000 WITH WIRELESS SIERRA MODEM	\$5175.00	\$87975.00
17	1100051S	1100051	SIERRA BOOSTER WITHOUT GPS	\$389.00	\$6613.00
17	SWI-2000096	SWI-2000096	BOOSTER TO MODEM RF CABLE	\$20.00	\$340.00

48 MONTHS

STATE CONTRACT # CMCE000645

Subtotal	\$328919.00
Shipping	\$0.00
Service	\$0.00
Sales Tax	\$0.00
<b>Quote Total</b>	<b>\$328919.00</b>