Statement of Work for Agreement for Special Projects –

First of a Kind Project for City Resource Optimization Solution

IBM

Start Date: **_January 1, 2013_**

Estimated End Date: **_December 31, 2013_**

Each party agrees that the complete Agreement between us about this FOAK Project consists of:

    a.   this Statement of Work for Agreement for Special Projects – First of a Kind Project for CROS – City Resource Optimization Solution #JEB1912-001 ("FOAK SOW");

    b.   the Statement of Work for Project Management Services # JEB1912-002 ("PM SOW"); and

    c.   the IBM Agreement for Special Projects – First of a Kind Project #JEB1912

1. Definitions

Any capitalized terms in this SOW that are not defined below will have the definition provided in the FOAK Agreement.

Work Product Service or "WPS" – a IBM experimental service offering the functions of the City Resource Optimization Solution that is developed and delivered under this Project, is hosted by IBM and is made available as a service via the internet for the City of Fort Lauderdale to access and use for a limited term under the terms of Exhibit 1, IBM Work Product Service Terms of Use.

2. Purpose

The purpose of this FOAK Project is for City of Fort Lauderdale and International Business Machines Corporation ("IBM") to cooperate in the development and demonstration of a City Resource Optimization Solution" ("CROS"), that will be delivered to the City of Fort Lauderdale as a service and that uses analytics driven tools and methodologies that leverage data and analytics to support city resource optimization across city agencies.

3. Scope of Work

Large metropolitan cities are complex systems which are managed through the efforts of multiple agencies within the city government. Most city agencies are under increasing pressure to provide the same levels of service with lesser of the much needed human capital. Over half of the general funds in most United States cities are expended on public safety and public works. A significant fraction of this spend is consumed by the cost of human capital in support services. It is critical to optimize city resources for a more effective operation planning and tracking.

City of Fort Lauderdale is interested in participating in the IBM First-of-a-Kind Project to create solutions for city resource optimization across city agencies leveraging analytics, optimization, business process modeling. These advanced technology solutions will leverage infrastructure already in place at the City of Fort Lauderdale. CROS will develop analytical tools to support city operations with the goal of optimizing city resources focusing on police operations optimization.

IBM intends to participate in a similar FOAK project with another city (currently identified as the City of Minneapolis, Minnesota) with the goal of collaborating with both the City of Fort Lauderdale and the other city to achieve synergies and benefits from the increased collaboration. If IBM successfully signs an agreement with another city, and that agreement includes a similar schedule and similar provisions for collaboration, then the parties intend to work with one another on the project as described below.

This Project will consider public safety operations at different levels from long term strategy planning to day to day operation planning. The innovation will leverage data from multiple data sources including 911, crime record, resource staffing, events, criminal release, and etc. and develop a broad range of novel analytics, which may include those described below, to address the increasing challenges in public safety operation optimization.

- Service Demand Analysis: Assess situation from past and current data, and predict what are the work demands

- Resource Optimization: understand how much capacity is in place to handle the demand (capacity analysis) and optimize the resource based on any other constraints.
- Tactics Recommendation: expertise tactics recommendation for operation planning
- Situation Awareness for dynamic service management: monitor operations in action and provide service management dynamically
- Performance Analysis and learning: understand how effective the services are, and what we can learn from this operation as a feedback loop to improve tactics recommendation.

The FOAK Project will identify a set of scenarios and use cases which fit within the resource allocation of the FOAK grant and are mutually agreed upon by City of Fort Lauderdale and IBM. The FOAK project will produce a solution (business processes, analytical models, integrated software) which support these use cases.

IBM will demonstrate a WPS that allows users to perform a subset of the below functions

- Public safety service demand prediction
- Police operation optimization and planning
- Police operation performance analysis and learning
- Additional items as agreed by the parties.

The expected result of this effort is a WPS implementation suitable for demonstration and evaluation, to be completed (as estimated) on or before December 31st, 2013.

4. Work Product Service

IBM has all worldwide right, title, and interest in and to ownership of copyright in the WPS and underlying Work Product of the WPS, and all copies and derivative works thereof, whether developed solely by either party or jointly by the parties. To the extent that such ownership does not attach by operation of law, the City of Fort Lauderdale agrees to and hereby assigns, transfers and conveys to IBM all of the City of Fort Lauderdale's worldwide right, title, and interest in and to ownership of copyright in the WPS and the underlying Work Product and all copies and derivative works thereof, whether developed solely by or for either party or jointly by the parties.

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IBM intends to provide authorized users of the City of Fort Lauderdale with access to the WPS during the term of the Project. City of Fort Lauderdale authorized users includes only employees and contractors of City of Fort Lauderdale. The City of Fort Lauderdale and its employees and contractors agree that any and all access to the WPS is subject to Exhibit 1, IBM Work Product Service Terms of Use. The City of Fort Lauderdale agrees to include such terms in all agreements with its contractors that access the WPS and to have written agreements in place with its contractors that require that all such access to the WPS is subject to IBM's Terms of Use and any non-disclosure obligations.

If the Project is successfully completed and is not otherwise terminated, and the City of Fort Lauderdale remains in compliance with the ongoing obligations in this Agreement and the Terms of Use, notwithstanding anything contained in the FOAK Agreement that is inconsistent or to the contrary, IBM will continue to make the WPS available to authorized users of the City of Fort Lauderdale for use on an experimental basis through December 31, 2015. During the extended term, the WPS will to be provided AS IS, with no IBM support, and under the same terms as this Agreement.

Same comment as in #JEB1912 – This allows the city to use the product for 1 year after completion of the project, and it does not come with any support. Two years use free of charge after completion of project would be better, and it should include support. Ditto

5. Work Product

1. The Work Product also includes the following materials that will be delivered to the City of Fort Lauderdale and licensed as Work Product. Project Overview Document
2. Preliminary Use case description
3. Preliminary Functional Specification
4. High-level Description of Analytical Models

5. Analytics Result Report
6. High Level Solution Description Document
7. Solution user guide
8. Pilot Plan
9. Pilot reports

6.   IBM Responsibilities

IBM will perform Project Management services for a fee as outlined in the PM SOW.

IBM will perform the following responsibilities at no charge to City of Fort Lauderdale:

1. Participate in design meetings and conference calls;
2. Design and develop the WPS functionality;
3. Enhance and modify the WPS;
4. Evaluate the performance of the WPS on data from selected environments ;
5. Select deployment scenario descriptions in conjunction with City of Fort Lauderdale;
6. Evaluate the WPS in conjunction with City of Fort Lauderdale
7. Demonstrate the functionality of the WPS;
8. Support the pilot of the WPS in the City of Fort Lauderdale environment;
9. Support computation of business value by City of Fort Lauderdale;
10. Provide authorized City of Fort Lauderdale employees and contractors with internet-based access to the IBM-hosted WPS during the term of the Pilot (estimated last 6 months) phase of the Project. See previous comment above about length of use provided to City after completion of the project.

7.   City of Fort Lauderdale Responsibilities

The City of Fort Lauderdale will perform the following responsibilities at no charge to IBM.

a. Assign a City Project Manager and communicate Project status to IBM via the City Project Manager;
b. Participate in design meetings and conference calls;
c. Provide input to IBM for WPS requirements ;
d. Provide IBM with the following to support the WPS development and testing;
    (1) Information on operations executed by the City Police department
    (2) Information on costs & benefits of various police operations
    (3) Information on current business process for police operations planning
    (4) Historical Police operations data
    (5) Historical Police operations staffing and deployment plans
    (6) Historical Police operation execution details
    (7) Data from GIS systems
    (8) Data / information / documentation from additional areas / systems as identified by the FOAK team.
e. If IBM signs a similar FOAK project agreement with another city with a similar schedule, and that city agrees to collaborate with IBM and City of Fort Lauderdale on this project, then the City of Fort Lauderdale agrees to participate in conference calls and otherwise collaborate as may be agreed in order to agree on and implement a single shared use case for the both this Project and the similar project between IBM and the other city;
f. Provide User ID and passwords to access the WPS only to City of Fort Lauderdale users who are authorized to participate in the FOAK Project;
g. Provide feedback on the WPS and
h. Assist IBM to test and demonstrate the WPS in the City of Fort Lauderdale environment.

In addition, the City of Fort Lauderdale agrees not to provide IBM with any personal information of individuals or confidential data of individuals that can be used to uniquely identify, locate, or contact a single person (collectively, "PII"). City of Fort Lauderdale will anonymize all data and information it provides to IBM prior to delivery or providing access to IBM. City of Fort Lauderdale will be solely responsible for the collection of the data and information, and for determining what data and information may and will be provided to IBM under this Agreement

Police operational data by it's very nature often includes PII data. This responsibility could potentially require significant effort to process and clean the data by technical staff on the part of the City that may impact the schedule of the project. We need more details to understand the scope of this request for further discussion, or it should be struck from the agreement.

City of Fort Lauderdale agrees that it will contain no confidential information in the feedback it provides, and also agrees that IBM may use the feedback for any purpose without restriction.

8.   Use of WPS After the FOAK Project

The WPS that is made part of this FOAK Project is planned to include experimental underlying software in object form ("CROS Software") that provides the following functions:

(1)   police service demand prediction;

(2)   police resource optimization;

(3)   situation awareness operation monitoring; and

(4)   operation effectiveness estimation and learning.

Upon the successful completion of this FOAK Project and as requested by the City of Fort Lauderdale, IBM agrees to work with the City of Fort Lauderdale to develop and submit a written fee-based proposal to license underlying IBM program products ("Programs") and hardware ("Machines), along with the CROS Software to the City of Fort Lauderdale, so that the City of Fort Lauderdale can continue to use the functions of the WPS on a solution that is hosted on a City of Fort Lauderdale environment.

The City should request a hosted solution by IBM for the production environment. The technology as listed below will required a significant monetary investment in hardware and software, data center environmental needs, and additional technical expertise not currently held by IT staff in house to maintain these systems. Agree

IBM expects that Programs required to replicate the functions of the WPS in the City of Fort Lauderdale environment may include some or all of the following:

1.   IBM Websphere Family of Products
2.   IBM DB2 Database
3.   IBM Infosphere Streams
4.   IBM SPSS Predictive Modeling / Statistical Analysis products
5.   IBM ILOG Business Rules / Optimization products
6.   IBM Intelligent Operations Center (IOC)
7.   IBM i2 and ILE public safety product
8.   ESRI GIS Family of Products.

In addition, the WPS requires the use of a suitable hardware server and storage infrastructure.

IBM provides this list to the City of Fort Lauderdale for planning purposes only. IBM does not license the the CROS Software, Programs or provide or sell Machines to the City of Fort Lauderdale as part of the FOAK Project. Additional programs or materials may be needed based on WPS design.

9.   Estimated Schedule

The parties estimate the schedule for Project activities to be as described below:

Date	Milestone
January 1, 2013	**Project Kickoff**
1 Quarter (1-90 days) after FOAK Project start	**Scenarios Defined, Preliminary Use Cases Designed Data Discovery, Complete**

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2 Quarters (90-180 days) after start	System Discovery, Complete Preliminary Analytics Models Complete
3 Quarter (180-270 days) after start	Integrated Solution Prototype of CROS-V1 Pilot Planning, testing and validation
4 Quarter (270-360 days) after start	Integrated Solution Prototype of CROS-V2 Pilot Project at City of Fort Lauderdale Complete Business Value Study Complete

10. Additional Terms

a. When both parties agree to change this Statement of Work, the initiating party will prepare a written description of the agreed change (called a "Change Authorization") which both parties must sign. The terms of a Change Authorization prevail over those of this Statement of Work and any of its previous Change Authorizations.

b. The parties agree and understand that IBM may not sign an agreement to participate in a similar FOAK project with another city that includes a similar schedule and similar provisions for collaboration. In that event, any references to collaboration with another city, and any responsibilities related thereto will be null and void.

11. Procedures and Agreements with Employees and Contractors

Each party represents that it has, or will have, in place prior to disclosure of the other party's Confidential Information or the party's employees' performance of work under this FOAK Agreement, established procedures and agreements with its employees and contractors whose services the party may require, sufficient to enable such party and its employees and contractors to comply with all the provisions of this FOAK Agreement, including, but not limited to provisions relating to confidentiality and intellectual property. Each party shall acquire from its respective employees and contractors all assignments, rights, and covenants necessary to ensure that the party has all right, title and interest in and to all intellectual property created or developed by its employees and contractors under this FOAK Agreement so that it can provide the other party (the "Receiving Party") any and all titles, licenses, and rights granted to the Receiving Party under this FOAK Agreement.

12. Project Managers

The Project Managers for this Project will be:

For IBM:

Xuan Liu

For City of Fort Lauderdale:

Both parties agree that this SOW, together with the FOAK Agreement and all other referenced documents, is the complete agreement between us and replaces any prior oral and/or written communications between the parties concerning this subject matter. By signing below, the parties agree to the terms of the SOW. Once signed, any reproduction of this SOW made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to: Agreed to:

City of Fort Lauderdale, Florida   **International Business Machines Corporation**

By_____   By_____

Authorized signature   Authorized signature

Name (type or print):   Name (type or print):

Date: Date:

Customer identification number: Controlling Agreement number:

Customer address: IBM address:

Exhibit 1

IBM WORK PRODUCT SERVICE TERMS OF USE

Use of the Work Product Service for the City Resource Optimization Solution ("WPS") by the City of Fort Lauderdale, its employee(s) and/or subcontractor(s) ("User") is subject to the terms and conditions of the FOAK Agreement, as well as the following terms and conditions.

By accessing WPS, User certifies that he or she is an authorized user of WPS in the City of Fort Lauderdale environment.

User acknowledges that the WPS is an experimental solution and is not intended for, and shall not be used for, production-level or commercial purposes. The WPS and its content are provided for informational and evaluation purposes only. Users of WPS acknowledge that they are responsible for using their own knowledge, expertise and judgment in determining the correctness, completeness, timeliness and suitability of any information furnished by WPS and that they are solely responsible for the rendition of services to the City of Fort Lauderdale and /or its customers.

THE WPS IS EXPERIMENTAL AND IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OR INDEMNITY OF ANY KIND, AND NEITHER PARTY WARRANTS THAT USE OR OPERATION OF WPS WILL BE UNINTERRUPTED OR ERROR-FREE.

THESE WARRANTIES ARE THE PARTIES' EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES, INDEMNITIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY INDEMNITY OF NON-INFRINGEMENT.