



AGENDA REPORT

Meeting Date: October 4, 2016

Item Number: D-7

To: Honorable Mayor & City Council

From: Nicole McClinton, Senior Management Analyst
David Schirmer, Chief Information Officer
Sandra Spagnoli, Police Chief

Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND VISUAL COMPUTING SOLUTIONS INC. FOR IMPLEMENTATION AND LICENSING OF THE POLICE OFFICER SCHEDULING SYSTEM (POSS) FOR THE BEVERLY HILLS POLICE DEPARTMENT; AND

AUTHORIZE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$175,000 FOR 5-YEAR POSS SOFTWARE AS A SERVICE LICENSING, MAINTENANCE AND SUPPORT SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council consider approving an Agreement with Visual Computing Solutions Inc. (VCS) for implementation and licensing of a new automated Police Officer Scheduling System (POSS). The initial 5-year investment totals \$175,000, including \$113,022 for 5-year licensing, maintenance and support services, \$11,774.20 for related hardware, firmware and materials, \$41,000 for implementation and training services, and \$9,203.80 in contingency.

INTRODUCTION

The City consistently strives to provide superior customer service, especially in the realm of Public Safety services. To ensure best practices in all areas of Public Safety services staff researched potential solutions to replace the current manual scheduling process for the Beverly Hills Police Department. Upon significant review and evaluation of available systems, staff determined that the POSS system serves as the best solution to reduce

errors in scheduling and to ensure automated adherence to the City's adopted policies, procedures and approved Memorandum of Understanding for Police Officers.

DISCUSSION

In 2011, the Beverly Hills Police and Fire Departments worked with Information Technology and identified the need to automate the manual Public Safety Scheduling Systems to integrate with the new Computer Aided Dispatch and Records Management System (CAD / RMS), and the planned Enterprise Resource Planning (ERP) System for financial and human resources applications. At the time, staff was searching for a unified solution that would serve both the Police and Fire Departments for ease of administration and supportability. Staff issued a Request for Proposals (RFP) on August 16, 2011 and responses were opened September 1, 2011.

Upon receipt of six responses, it was apparent that the industry did not favor unified Public Safety scheduling systems. Rather, the responses confirmed that some automated scheduling systems were more geared toward Fire and others focused on Police. Staff continued to perform its due diligence in attempting to find a unified solution for both budgetary and management purposes, but the industry did not provide this unified structure.

The evaluation committee consisted of IT, Police and Fire personnel, as well as representatives from Administrative Services. Upon initial evaluation of the six responses, ultimately, four respondents were invited onsite to demonstrate their proposed solutions. Of these, two were developed specifically for Fire and the other two were developed specifically for Police. Based on the presentations, and subsequent submittals of supplementary information, the Fire Department selected the Telestaff solution presented by Kronos as its preferred scheduling system and the Police Department selected the POSS solution presented by VCS as its preferred solution.

Staff then regrouped and determined a long-term plan to implement two separate solutions. Based on the new timeline, no contracts were awarded pursuant to Bid #12-10, and the projects were delayed until certain prerequisites had been completed according to the new long-term plan. The plan included multiple factors to maximize utility and ensure success of installation and ongoing supportability of the two separate Public Safety Scheduling Systems.

Key factors included:

- Completion of CAD/RMS system implementation
- Completion of ERP system implementation
- Appropriate one-time and ongoing funding

The City went to formal bid for the CAD/RMS system and the contract was awarded by the City Council on October 26, 2010. Primary implementation was completed and the CAD/RMS system went live on March 7, 2012. The City released a separate formal bid for the ERP system and the contract was awarded on December 28, 2012. Primary implementation was completed and the ERP system went live on February 4, 2014. .

Fire and IT personnel conducted ongoing research to ensure that the previously favored Fire solution was still the best fit for the City. Upon the decision that the selected solution was still desired by the Fire Department, the Fire Chief, Chief Information Officer and City Manager entered into an implementation Agreement with Kronos for the Telestaff solution for an amount not to exceed \$45,000, including \$39,768.50 for 1-year licensing, implementation and training services, and \$5,231.50 in contingency with the option to renew licensing annually. IT assigned an interim project manager to manage the scoping and implementation process for the Fire solution and the system went live on January 28, 2015. We are currently negotiating a multi-year maintenance agreement with Kronos.

PD and IT personnel conducted ongoing due diligence to ensure that the previously selected PD solution was still the best fit for the City. The program is specifically designed to meet the scheduling needs of the Police Department. Additionally, VCS has GSA pricing through November 3, 2020 (GS-35F-0051X). Upon the decision to move forward, PD and IT negotiated the attached 5-year licensing, implementation, maintenance and support agreement to take advantage of discounted pricing for the multi-year term.

Approval of this Agreement constitutes completion of the long-term plan for comprehensive automated Public Safety scheduling including all prerequisites identified above.

FISCAL IMPACT

Funds for this purchase are available in Information Technology’s capital improvement project budget for the Public Safety CAD/RMS system.

Funds for this project are provided as follows:

General Ledger Account	Description	Description of Fund Source / Account #	Amount
41001501-850500-00339	Public Safety CAD/RMS	CIP	\$175,000.00



David Schirmer, CIO
Approved By



Sandra Spagnoli, Chief of Police
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND VISUAL
COMPUTING SOLUTIONS INC. FOR IMPLEMENTATION AND
LICENSING OF THE POLICE OFFICER SCHEDULING SYSTEM (POSS)
FOR THE BEVERLY HILLS POLICE DEPARTMENT

NAME OF CONSULTANT: Visual Computing Solutions Inc.

RESPONSIBLE PRINCIPAL OF
CONSULTANT: Ricky Braen, Account Development Executive

CONSULTANT'S ADDRESS: 440 Highway 9, South, Suite 3500
Freehold, NJ 07728

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Schirmer, Chief Information
Officer

COMMENCEMENT DATE: September 20, 2016

TERMINATION DATE: Five years from the date of Acceptance, unless sooner
terminated pursuant to Section 13

CONSIDERATION: An amount not to exceed \$175,000 (includes
contingency), as detailed in Exhibit B-1, Schedule and
Rates of Payment

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND VISUAL
COMPUTING SOLUTIONS INC. FOR IMPLEMENTATION AND
LICENSING OF THE POLICE OFFICER SCHEDULING SYSTEM (POSS)
FOR THE BEVERLY HILLS POLICE DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Visual Computing Solutions Inc. (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and goods provided as set forth in Exhibit A-1 (the "Scope of Work"), and Exhibit A-2 (CONSULTANT's "Cloud Scheduling Software Terms and Conditions") attached hereto and incorporated herein by this reference (the "Services").

B. CONSULTANT represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the Services as described in Exhibits A-1 and A-2 in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a duly authorized purchase order issued by CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above. The Software Implementation consists of a kickoff meeting, installation, data collection/configuration, onsite or online "train-the-trainer" instruction, and a streamlined transfer to support services. Client and their Project Team must make themselves available for regular appointments and be dedicated to learning the system and rolling it out to end users.

Section 3. Compensation. CITY agrees to compensate CONSULTANT and CONSULTANT agrees to accept in full satisfaction for such services required by this Agreement, the Consideration set forth above and more particularly described in Exhibit B-1, ("Schedule and Rates of Payment"), with individual item pricing detailed in Exhibit B-2 (CONSULTANT's "Quote #1550", dated August 8, 2016), attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-1.

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice,

CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with Exhibit B-1.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars

(\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or a form satisfactory to CITY's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five (5) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of two years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

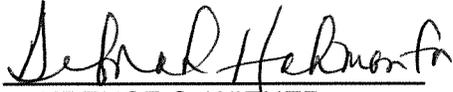
CONSULTANT:
VISUAL COMPUTING SYSTEMS INC.

GUY DIMEMMO
Chief Executive Officer

CATHY LEONE
Vice President/Director of Business
Development

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



DAVID SCHIRMER
Chief Information Officer



SANDRA SPAGNOLI
Chief of Police

SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A-1

VCS SCHEDULING SOLUTION – SCOPE OF WORK

1. Project Description

- a. CONSULTANT's primary goal is to utilize the capabilities of a computerized Police Officer time keeping and scheduling system to transform CITY's current police officer scheduling management practices into efficient, error- free processes. The end result of this initiative is to ensure the correct personnel are scheduled at the correct time and also to enable supervisors to focus on their most important job responsibilities instead of the time-consuming task of scheduling maintenance.

2. Objectives

- a. Objective: To ensure CITY achieves its computerized police officer scheduling management, financial, and administrative goals with CONSULTANT's scheduling software implementation project ("Project") in an organized and expeditious manner.

3. Deliverables

- a. CONSULTANT's installation, implementation, and training programs will facilitate CITY staff to expertly monitor and retrieve information from the scheduling software system in a short amount of time. These activities include:
 - i. Consultation with PD staff to determine comprehensive business rules related to timekeeping, callback, leave, approvals, overtime, etc.
 - ii. Unlimited data input training for PD staff including comprehensive schedule building and comprehensive data review.
 - iii. Thorough training program for administrators, team leaders, and end-users during the on-site training period and unlimited online training sessions in an ongoing basis.
 - iv. Comprehensive support program to address all issues, questions, and software development requests.
- b. CONSULTANT shall provide an onsite Project Manager, an onsite Production Specialist, onsite Trainers, as well as other staff as specified in Section 6d for the implementation of the system
- c. Deliverable: Software System via remote installation with Three Weeks onsite implementation.
 - i. VCS Scheduling Solution System
 - i. Time and Attendance Tracking
 - ii. Automated Scheduling
 - iii. Time Off & Overtime Management
 - iv. Extra Duty Billing Module (Scheduling & Invoicing)
 - v. Messaging Center (email, SMS/text messaging)

- vi. Training-Certification Module
 - vii. Court Alert Module (Court Scheduling)
 - viii. Internet Portal Module (Web access)
 - ix. Smart Phone Access (Apple & Android Apps)
- ii. Timesheets/Payroll Reporting Module: CONSULTANT to develop and provide customized CSV file exports related to PD staff scheduling and leave accrual data found within the scheduling system for import into Tyler's Munis payroll system. CITY will specify the format of CSV files per Munis requirements. CONSULTANT will provide data mapping to transform POSS formatted data into Munis data format.
 - iii. CONSULTANT will provide comprehensive employee information Excel spreadsheet and corresponding CSV for uploading employee information into the POSS system. POSS will utilize the schema provided by the CITY containing employee information. CONSULTANT will also develop a comprehensive Excel spreadsheet and corresponding CSV for the import of leave accrual information from the Munis payroll system into POSS. Excel spreadsheet and corresponding CSV will utilize schema provided by CITY. CONSULTANT will provide data mapping to transform POSS formatted data into Munis data format.
 - iv. PARS - Automated Calling System Server: CONSULTANT shall provide a pre-configured PARS server as proposed and ship to CITY's IT data center for installation with-in the CITY Datacenter
- d. Deliverable: One-week on-site training session at CITY's training facility covering the proposed 5 Day Training program
 - e. CONSULTANT shall provide an electronic link to the Software Support Portal, Knowledgebase Articles, Updates, Training Videos, and E-Ticket System.
 - f. CONSULTANT shall provide all necessary hardware, software, and services at Dupont Fabros Technology's Data Hosting Center NJ1. The physical and electronic security requirements are: (i) single point of entry; (ii) main access monitored with additional access for emergency purposes only; (iii) surveillance cameras in facility; (iv) access validation with identity check; (v) access only to persons on VCS approved access list; (vi) log-in validation; (vii) creation of accounts only as verified by VCS or sub-contracted hosting provider; (viii) access to servers via encrypted means; and, (ix) servers running behind secure firewall, (x) Intrusion Detection System (monitoring incoming/outgoing with real time notification alerts).

*Not included: Crossing Guard Module (not included in this version/under development) and Payroll Services- is available on request.

3. Project Collaborators

- a. CONSULTANT shall be the primary contractor for this scheduling and timekeeping software implementation Project.

4. Intended Audiences or Beneficiaries

a. Direct beneficiaries of CONSULTANT's Project will be the administration, supervisors, and employees of CITY. Indirect beneficiaries of the Project are the community, local and state government representatives and the community at large. The direct benefits which will be reaped from this system are as follows:

- i. Overtime management and fair distribution of extra duty assignments
- ii. Strict adherence to Fair Labor Standard Act (FLSA) Rules and Regulations
- iii. Automatic calculation and direct transfer of hours worked
- iv. Elimination of clerical and duplication errors with payroll
- v. Reduction of paperwork with electronic approval/denial of time off requests
- vi. Reduction of total costs of administering leave management policies
- vii. Analysis tools for reporting, projecting, and financial planning
- viii. Instant access for entire workforce to schedule information, overtime opportunities, and leave requests
- ix. Streamlined operations with increased productivity
- x. Comprehensive management of training certifications and K-9 Teams
- xi. Web-based Accessibility to empower employees to manage their own time
- xii. Eliminate the cost of unnecessary overtime
- xiii. Fairly regulate and predict the cost of overtime
- xiv. Reduce potential liabilities and grievances

5. Minimum System Configuration Requirements

a. Workstations: Intel Core i5 processor; Windows 7 and above; 17-inch monitor running at 768 X 1024 screen resolution.

b. Browser: Internet Explorer 10 or better, or Chrome.

c. PARS/ Dell Rack mount server configured with Dialogic Audio Board (requires 1-4 analog phone lines and network connectivity). Server software and configuration conducted at VCS. Server is shipped to CITY for CITY install. Server is a preprogrammed turnkey out of the box server housing the dialogic board and licensing. Server maintenance performed by CITY and standard server warranty provided through Dell.

6. Project Team Responsibilities

a. In order to properly manage this Project, CONSULTANT shall assign an experienced project manager who will provide leadership throughout the Project and help manage the day-to-day activities contributing to the success and delivery of the program. This consists of:

- i. Determining the Project approach and timeline
- ii. Defining team member roles and expectations
- iii. Coordinating the efficient use of CONSULTANT resources and services in coordination with the Project time line
- iv. Coordinate functions between the personnel of both Project teams
- v. Monitor and report Project activity

- vi. Maintain full and open communications with the Project stakeholders during the entire Project

b. It's important to spend time carefully choosing CITY's Project team members for CITY's scheduling software implementation. The best Project teams include stakeholders at all levels, from administration to those individuals on the front line. All of these participants have specific knowledge/skill sets that will contribute directly to the Project's success. Characteristics of winning Project team members:

- i. Making the implementation a top priority
- ii. Being proactive and open to communication
- iii. Willingness to accept direction
- iv. Organized
- v. Problem Solver
- vi. Recognizing the value of this initiative
- vii. Mission-oriented
- viii. Enthusiastic; source of motivation
- ix. Team player

c. CITY's Project Team: All team members listed below may not be needed. Your team will be defined specifically by the size and needs of CITY.

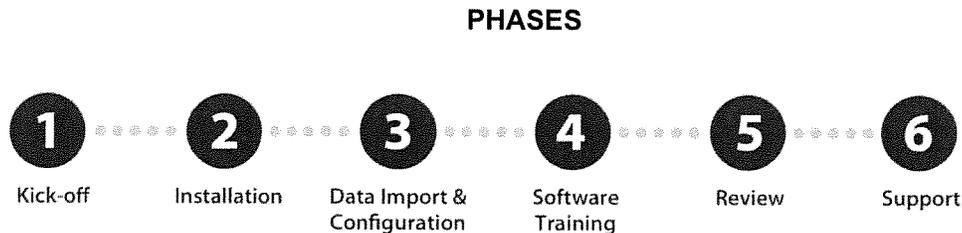
- i. Data Entry Personnel – Individuals dedicated exclusively to data input. Will be trained first day and then assigned to input remaining employee data throughout the week of implementation. In an effort to ensure Project success, these data entry personnel should be the same dedicated resources assigned to the Project (i.e. two full time [40 hours / week] officers for two weeks)
- ii. Administrators – Project Manager and those responsible for running the system after implementation. Will become knowledgeable about all functions of the system and act as a resource for their colleagues.
- iii. Supervisors or Department Heads – Will oversee what the users (the employees working for them) are doing within the system. These are generally the personnel who manage/approve/deny time off, assign posts or jobs, make sure valuation is ok, etc.
- iv. Trainers – Trainers will be responsible for training all end users how to utilize the software. (These individuals may be one of the supervisors or administrators for this Project. Or they may be someone entirely different.)
- v. Payroll Personnel – Responsible for the receipt of hours worked and payroll duties.
- vi. Extra Duty/Special Job Assigner – Responsible to managing and assigning extra duty work.
- vii. Training-Certification Coordinator – Responsible for managing employees' training/school assignments.
- viii. CITY will allocate two fulltime (40 hours / week) Project staff members for two consecutive weeks for data creation, data upload, and rules building. CONSULTANT shall be onsite for these same two weeks to perform data creation and system configuration. CITY will allocate two fulltime (40 hours / week) Project staff members for one week after initial two week configuration period at a time mutually agreed upon by both parties.

Train the Trainer: *CONSULTANT provides a “train the trainer” approach to implementation. CITY’s Project team will be trained by CONSULTANT so they are able to properly train the end-users in their respective departments. Onsite training will be limited to one week. Unlimited online training session will be available on an ongoing basis throughout the contract term.*

d. CONSULTANT’s Project Team:

- i. CONSULTANT’s Implementation Project Manager. The CONSULTANT Implementation Project Manager (along with CITY’s Project Manager) is ultimately responsible for the success of the scheduling system Project. This person is responsible for managing all tasks and resources allocated to the Project, and is the key person from CONSULTANT who is the primary point-of contact for CITY.
- ii. Product Support Specialist. CONSULTANT’s Product Support Specialist provides technical services in the areas of software system installation, backup procedures and troubleshooting. Another responsibility is to configure the installed system and provide both on-site and remote training to your staff. The Product Support Specialist is CITY’s resource for post-implementation support and CITY relationship management.
- iii. Software Trainers. CONSULTANT’s Software Trainers expertly present a complete instructional program of the scheduling system including individualized hands-on instruction, classroom hands-on instruction, seminar courses, computer-based training, and quick reference self-paced training. These training methods can be provided onsite, online, or in CONSULTANT’s Training Facility in Freehold, NJ.
- iv. Solutions Architect. This technical lead addresses all escalated support requests.
- v. Account Management. CITY’s Account Management Team will handle the status of CITY’s account, invoicing, customer satisfaction, customer needs, and the ordering of additional services/products.

7. Project Phases and Schedule: Commitment, coordination of personnel and dedication of time are key elements of a successful scheduling software implementation. In order to provide agencies with the most streamlined and organized Project plan, CONSULTANT utilizes a phased methodology approach to implementation which allows for the analysis of processes, information, and personnel. With the ability to clearly identify and define all goals and milestones in a logical progression through a phased approach to implementation, CONSULTANT is able to meet implementation timelines and commitments.



a. **PHASE ONE - KICK-OFF:** The implementation kick-off session introduces CITY's Project team to CONSULTANT's Implementation Project Manager and Trainer(s). The focus is on the on-boarding practice and steps to a successful build and training process. It is the foundation for transforming your scheduling needs and objectives into a successful software solution. All specific Project requirements for future phases are defined at this stage.

b. **PHASE TWO - INSTALLATION:** CONSULTANT's Software Implementation Specialists shall activate the scheduling system on the Data Hosting Center.

c. **PHASE THREE - DATA LOAD & CONFIGURATION:** CONSULTANT leads set-up and advanced setup sessions to compile scheduling rotations, employee information, payroll steps, and labor laws to effortlessly produce a live customized database. CONSULTANT's Implementation Trainers shall guide CITY's data input personnel to demonstrate the proper employee data creation, system configuration, and loading techniques. Following these sessions, CONSULTANT and CITY shall work together to enter the remaining employee data and system configuration. Following these sessions, CONSULTANT and CITY shall work together to configure all business rules related to overtime, force hiring, assignments, leave, call outs, etc.

d. **PHASE FOUR - SOFTWARE TRAINING:** CONSULTANT's train-the-trainer program ensures that CITY's Administrators have been trained on all modules of the application and well as the configured processes. CONSULTANT shall provide for and accommodate an unlimited number of CITY personnel who may serve as trainers. Training creates a shared sense of purpose and knowledge of the new scheduling processes, and motivates all users to employ its functionalities to the fullest extent possible. CONSULTANT's comprehensive training program includes a combination of presentations, hands-on training, one-on-one mentoring, self-paced learning videos, and practice sessions with exercises.

e. **PHASE FIVE - REVIEW & ACCEPTANCE:**

i. Review: This important milestone follows the successful install, data input and train-the trainer instruction provided by CONSULTANT's training staff who are knowledgeable about Police scheduling processes. CITY should have a fully operating scheduling system which is actively running live schedules, calculating and printing reports, giving the ability to request/approve/deny time off, displaying time balances, organizing overtime opportunities, and more. Thorough testing by CITY will be conducted (with input from CONSULTANT) to determine functionality and usability of the system will be conducted. A review of all system data and wrap up question and answer session is conducted on the last day of the onsite training program. Any outstanding items will be addressed by CONSULTANT for resolution.

A. Complete POSS system functionality which includes:

- i. The ability to create schedules and rotations specific to each Division.
- ii. The ability to announce and offer overtime opportunities.
- iii. The ability to accept overtime opportunities.
- iv. The ability to record time and request time off.
- v. Call out functionality through the PARS server.
- vi. Text / Email functionality.

B. An automated process to update employee data including accrual data (from Tyler MUNIS to POSS).

- C. A data import process for accrual / time balances from Tyler MUNIS to POSS
- D. An automated process to export POSS data on a specific schedule to Tyler MUNIS.
- E. A data export process for payroll processing from POSS to Tyler MUNIS.

- ii. Acceptance: After all personnel are trained, and any outstanding issues resolved, a meeting will be held on or within five (5) business days of launch consisting of the parties authorized to provide Project sign off for each CITY Department (Police Chief, Chief Information Officer, or their designees) for the purpose of final Review and Acceptance of the system. Provided that the system performs according to the published specifications and upon receipt of the deliverables in this SOW, CITY shall provide CONSULTANT with written Acceptance of the system on a form mutually agreeable to the parties. Such acceptance shall not be unreasonably withheld.

f. **PHASE SIX – SUPPORT:** CONSULTANT shall provide a support portal, learning videos, help desk, and refresher webinars as ongoing support to the CITY staff. This support will include: assistance for daily application operational questions, software configuration related to business rules, software administration and technical maintenance of the onsite PARS server software. CONSULTANT is committed to providing these valuable learning opportunities and support options so that CITY has every resource at their disposal to ensure continued success with our products.

8. Other Services Provided by the CONSULTANT - CONSULTANT shall provide the following services to CITY:

- a. Onsite Training
- b. Project Management
- c. Training in CONSULTANT's New Jersey Training Facility
- d. Online Training and Webinar Classes
- e. Training Video Library
- f. Consultation Services
- g. Software Installation and Upgrades
- h. On-Going Support & Maintenance

9. Methods

a. Training Methodology: CONSULTANT's Training Program utilizes a combination of presentations, hands-on training, one-on-one mentoring, self-paced learning videos, and practice sessions with exercises which enables agencies to achieve a high level of proficiency in using the system as rapidly and effectively as possible.

- b. The focus of all training is on:
 - i. background on the scheduling software's functional features
 - ii. thorough instruction in the operation of the scheduling software
 - iii. how to integrate the scheduling software with other administrative features
 - iv. how to integrate the scheduling software with payroll software programs

c. CONSULTANT delivers training in a variety of ways in order to keep instruction interesting and fresh:

- i. Online Training Sessions – On-going build and training webinars along with 1 on 1 breakout sessions the CITY can utilize at any time throughout the contract period. Interactive learning over the web with a CONSULTANT instructor.
- ii. On-Site Training – CONSULTANT instructor shall travel to CITY's location in Beverly Hills, CA to teach in a classroom setting.
- iii. CONSULTANT Training Facility – Hands-on training in our Freehold, NJ computer lab without the typical workday distractions.
- iv. Video Training and Training Guides– Self-paced video training which allows all users (from Administration to End-User) to view the features and functions of the scheduling system.
- v. *Refresher Classes* – Regularly scheduled classes at CONSULTANT's Training Facility which cover topics from scheduling basics to full system administration.

10. Risk Management

a. Risk management is an essential activity that has to be performed throughout the life of the Project. Risks arise from uncertainty surrounding Project parameters, external dependencies, and results. When uncertainty ends, the risk ceases to exist.

b. The premise of risk management is that change is to be expected as part of any Project. As uncertainties play out either way, change occurs. Expecting change and proactively managing and responding to it will provide our teams the opportunity to use successful strategies to combat risks.

c. Schedule: The schedule for each phase is very aggressive. A slip in the schedule in one of the other phases could result in a subsequent slip in future phases. Close Project management is crucial to meeting the forecasted completion date.

d. Personnel: Due to the cumulative effect of the implementation phases, it is very important to have an experienced and committed team on this Project. Unexpected turnovers can impact the schedule. If attrition does happen, all efforts must be made to replace the experienced individual.

e. Change of Work: The implementation and test schedule are based on the current Deliverables document. Any changes to the deliverables/requirements could affect the schedule and will need to be submitted on a Change of Work form and pre-approved by CONSULTANT and CITY.

11. Change Order Procedure

a. If CITY decides that the original plans do not best represent CITY's definition for the finished Project after the original scope of work and/or agreement is executed, a *Change of Work Order* must be completed. A Change Order is work that is added to or deleted from the original scope of work of an agreement, which alters the original agreement amount or completion date.

b. During a meeting between both parties, CONSULTANT and CITY Project Managers will discuss and then write a change order that describes the new work to be done (or not done), and the price to be paid for new work. Once this change order is submitted and approved, it then becomes part of the contract.

12. Payment Schedule and Information

a. The following steps describe the payment schedule for this Project and more specifically described in Exhibit B-1:

- i. Software subscription and training fees are invoiced upon software install/activation.
- ii. Hardware fees (if applicable) are invoiced upon order.

13. **Warranty and Support:** The scheduling software subscription fee includes full support and maintenance services, which provides a variety of options when assistance is needed for the scheduling system. Support options are described in detail below.

b. **Phone Support.** Telephone support is available Monday through Friday from 8AM-8PM EST. Calls can be made to CONSULTANT's toll-free number during these hours to speak with a certified scheduling professional.

c. **E-mail/Ticket Support.** CONSULTANT's e-support is a virtual location which is available 24/7 for the application's support and information. Here, CITY can access application downloads, knowledgebase articles, FAQs, videos, CONSULTANT news, and *support ticket* reporting.

d. **Virtual Meeting Room Support.** CONSULTANT subscribes to the virtual meeting service, *GoTo Meeting*. From that location, CITY staff and CONSULTANT professionals can meet online and view the same live application screens for either training purposes or problem resolution.

e. **Annual Well-Checkup.** Upon CITY's request, a CONSULTANT scheduling professional will conference with CITY at least once a year to check on the scheduling system's functionality, review procedures, and assess CITY's needs.

f. **Training Video Library.** A complete library of training videos is available 24/7 on CONSULTANT's support site. CITY staff can learn and review all aspects of CONSULTANT's scheduling systems at CITY staff's own pace.

g. **Refresher Webinars.** Online refresher webinars are held regularly and CITY staff can attend as many as they want.

h. **PARS.** CONSULTANT supports software on the PARS server throughout contract period. Provided server upkeep is conducted by the CITY and server is warrantied through DELL. CITY purchased five year extended server warranty.

14. CONSULTANT's Hosting Solution Diagram:

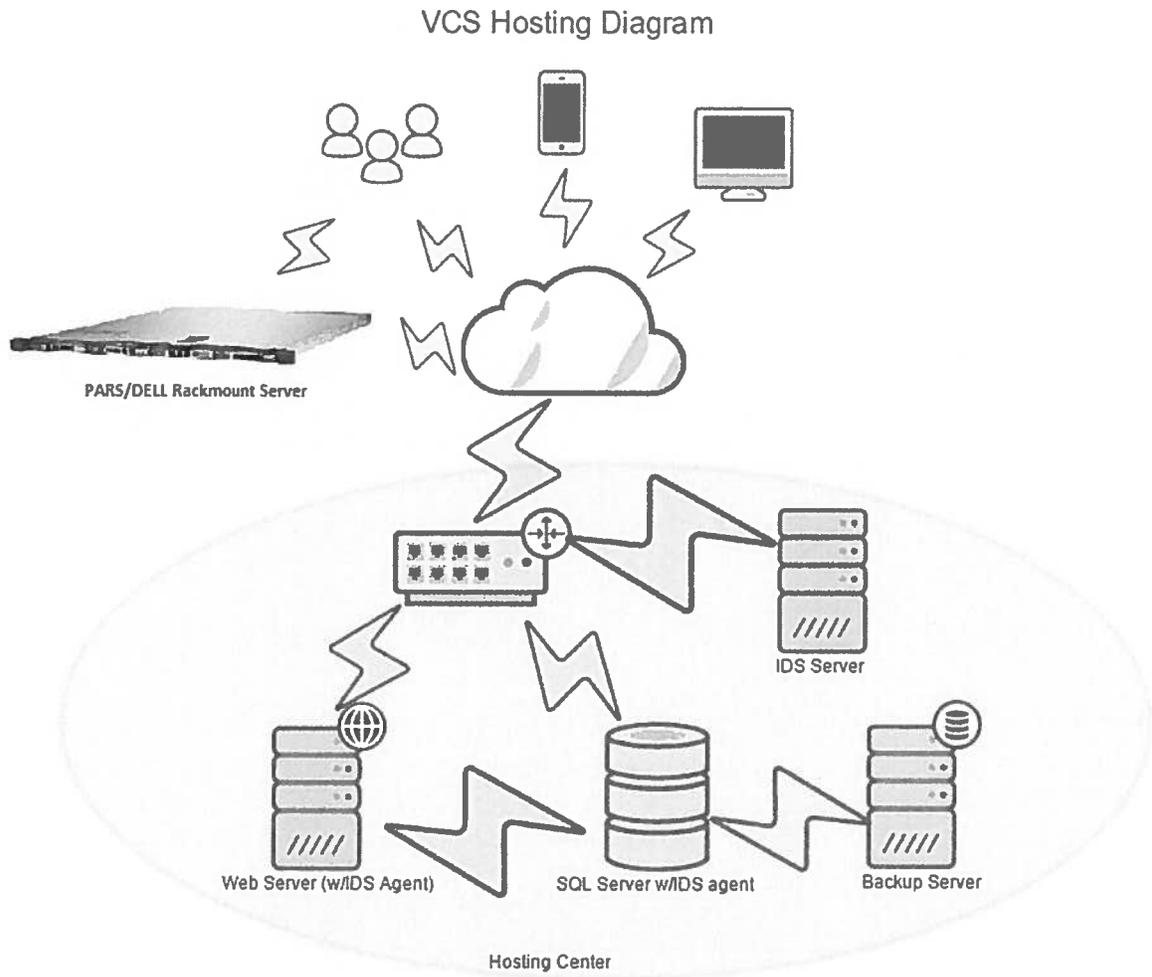


EXHIBIT A-2

CONSULTANT'S CLOUD SCHEDULING SOFTWARE TERMS & CONDITIONS



CLLOUD SCHEDULING SOFTWARE TERMS & CONDITIONS

1. DEFINITIONS: (1) "Software" or "Program" refers to the proprietary computer software system owned by VCS known as POSS, COSS, FIRES, TIMES, and PARS. (2) "VCS" refers to Visual Computer Solutions, Inc. (3) "Client" or "City" refers to the agency licensing or subscribing to VCS' software system. (4) "Services" refers to the cloud scheduling software and training provided by VCS.

2. PROGRAM AND INTELLECTUAL PROPERTY. VCS shall have the exclusive title to the software and any portion of the software materials including any and all documentation, enhancements, modifications and any new versions of the Software and all copies of the Software or any portions of the Software whether made by VCS or Client. VCS' title shall include, but not be limited to, any and all copyright, trademark and other intellectual property rights, or other rights in the Software.

3. SUBSCRIPTION

a. VCS hereby grants to the Client for the term set forth herein, a limited non-exclusive, non-transferable right and license to access the Program for its own internal scheduling/time & attendance purposes in accordance to the terms and conditions of this Agreement.

b. The Program and client data are housed on dedicated, secure servers with Dupont Fabros Technology's Data Center NJ1. The physical and electronic security requirements are: (i) single point of entry; (ii) main access monitored with additional access for emergency purposes only; (iii) surveillance cameras in facility; (iv) access validation with identity check; (v) access only to persons on VCS approved access list; (vi) log-in validation; (vii) creation of accounts only as verified by VCS or sub-contracted hosting provider; (viii) access to servers via encrypted means; and, (ix) servers running behind secure firewall (x) Intrusion Detection System (monitoring incoming/outgoing with real time notification alerts). The call system is housed on dedicated secure servers within the City's Data Center and subject to the City's security requirements. City shall ensure that VCS has remote access to City's call system servers.

c. The Software Implementation consists of a kickoff meeting, installation, data collection/configuration, onsite or online "train-the-trainer" instruction, and a streamlined transfer to support services. Client and their Project Team must make themselves available for regular appointments and be dedicated to learning the system and rolling it out to end users.

d. Support Services are included in the subscription fee which includes: phone, e-mail and web support from 8:00 a.m. – 8:00 p.m. EST, M-F. A training video library, knowledgebase articles and an e-ticket Support Portal are available 24/7/365.

e. When Client registers to use the VCS Software System and/or its Support Portal, each Client user is responsible for maintaining the confidentiality of his/her member identification and password information, and for restricting access to their computer. Client agrees to accept responsibility for all activities that occur under each user, member identification, and password.

4. RESTRICTIONS

a. Client may not decompile, disassemble or reverse engineer the Program, or shall not provide access to the Compiled Program Application by any party, other than the VCS. Client shall not transfer, resell or grant any rights of any kind to any individual a copy of the product to any party. Client cannot create any derivative works based upon the Subscription Services or Documentation or access the Subscription Services in order to build a competitive solution or to assist someone else to build a competitive solution.

b. Client agrees and acknowledges that only VCS is authorized to support or maintain the Program.

5. BACKUPS. VCS shall keep offsite backups of Client's data. Client shall not make copies of the Software or any portion of the Software or documentation, except as follows: (1) archival purposes; (2) employee instructional purposes.

6. REQUIREMENTS. Client acknowledges that the requirements listed below are met to ensure proper resource allocation to run POSS:

- Workstations: Intel Core i5 processor: Windows 7 and above; 17-inch monitor running at 768 X 1024 screen resolution.
- Internet Connection: Internet Explorer 10 or better or Chrome

7. EFFECTIVE DATE. The effective date is the date the Service is activated for the Client.

8. FEES

a. Client assumes responsibility for, and agrees to pay VCS all amounts due for Services.

b. Should Client decide to purchase Services through a reseller or third-party vendor (such as Dell Marketing, Software House International {SHI}, or Insight Public Sector), Client acknowledges that all fees will be paid according to the third-party vendor's payment schedule and directly to the third-party vendor.

c. If the number of users assigned to the Client's account exceeds the number of licenses purchased, then the Client agrees to upgrade its license count to at least equal to the number of users.

d. If additional training is desired – over and above the contracted training package – VCS will issue a quote, and City will issue a duly authorized purchase order for the training according to the then current fee schedule.

e. If Client initially purchases Subscription Services for a term, and subsequently orders additional product, the purchase price for the additional product shall be pro-rated so that the added subscriptions renew on the same day as the initial subscription.

f. After the initial subscription period, the City may extend the subscription for additional 1-year periods upon written notice to VCS or upon issuance of a duly authorized purchase order. The quotation for the continuation of the subscription will be sent automatically.

g. If for any reason Client cancels any or all training appointments for which VCS has already secured travel arrangements, Client agrees to pay VCS' scheduled travel fees, plus any applicable service charges, cancellation penalty fees and increased fares expressly due to the Client's cancellation. If Client cancels training after VCS has arrived on location, Client will be responsible for paying all training fees and expenses.

9. ADDITIONAL CLIENT RESPONSIBILITIES

a. Client must provide and input data for use in the System. VCS is not obligated to input, modify or add to Client's

Data. Client is solely responsible for the content and accuracy of the Client's Data.

b. VCS regularly upgrades and updates the Subscription Services. This means that the Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Client to schedule and implement the changes. The changes may also mean that Client needs to upgrade its equipment in order to make efficient use of the Subscription Services. VCS will provide Client with at least 30 days advanced written notification in this case.

c. Client acknowledges that VCS utilizes e-mail as its primary form of communication for billing, software enhancement/update information, and webinar/training purposes. It is Client's responsibility to notify VCS of personnel and/or e-mail changes.

d. Client acknowledges that it alone is responsible for the rollout and results obtained from its use of the Service, including without limitation the completeness, accuracy and content of such results.

10. SALES & USE TAX. Any sales tax payable as a result of the software, hardware and/or professional services purchase, shall be paid by Client. Client agrees to provide a completed *Tax Information Form* to VCS in the event that VCS is required to collect and remit sales tax as dictated by law in Client's state. Client hereby indemnifies and holds harmless VCS from any sales tax liability, claims, penalties, or losses incurred resulting from Client withholding or inaccurately reporting information on the *Tax Information Form*.

11. WARRANTY

a. The Software is licensed "AS IS." VCS represents and warrants that the Services will perform in accordance with the on-line and manual help documentation and the service level standards set forth in Section 3.

b. VCS warrants that it has good title to the Product and the right to license its use to Client free of any proprietary rights of any other party or any other encumbrance whatsoever.

12. INTELLECTUAL PROPERTY INDEMNIFICATION

b. VCS will indemnify and hold City harmless against any claim or demand by a third party, including without limitation reasonable attorney's fees, alleging that the Service infringes any intellectual property right under the laws of the United States of a third party. VCS' indemnification obligation does not cover third party claims arising from: (i) modifications to the Service by anyone other than VCS or its authorized agents and contractors; (ii) use of the Service by Subscriber in combination with other software or equipment not provided by VCS where the Service, but for such

combination, would not be infringing; or (iii) S3bscriber's failure to use the Service in accordance with these terms and conditions.

13. LIMITATION OF LIABILITY. VCS SHALL NOT BE LIABLE FOR DAMAGES, INJURY, COSTS OR CLAIMS ARISING OUT OF (I) DELAYS, MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, OR DEFECTS IN TRANSMISSION; (II) INADVERTENT DISCLOSURE, CORRUPTION OR ERASURE OF DATA; (III) SERVICES, FACILITIES OR EQUIPMENT NOT FURNISHED BY VCS; (IV) ANY ACT OR OMISSION OF A THIRD-PARTY VENDOR FURNISHING ANY PORTION OF THE SERVICES OR THE EQUIPMENT OR FACILITIES USED TO PROVIDE THE SERVICES; AND (V) ANY EVENT THAT PREVENTS VCS FROM PERFORMING ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS, IF THAT EVENT IS BEYOND THE REASONABLE CONTROL OF VCS.

14. TERM AND TERMINATION OF AGREEMENT

a. The initial term of this subscription Agreement shall be for sixty (60) months and shall commence upon the effective date. The Client, at its sole option, may renew this Agreement for consecutive one-year terms upon payment of the next subscription invoice.

b. Either party may terminate rights if the other breaches any material term in this Agreement and the breach is not cured within thirty (30) days of written notice.

c. If City terminates due to a material breach by VCS, City shall be entitled to reimbursement of any prepaid subscription fees prorated to the effective date of termination. Material breach shall be defined as the

system failing to perform according to the published specifications.

d. Upon termination of Client's Subscription Service, VCS must promptly provide Client with all Client Data in comma separated value (CSV) format. However, VCS may retain Client Data in backup media for an additional period of up to 12 months, or longer if required by law.

e. Within 30 days after the expiration or termination of this Agreement for any reason, the receiving party must destroy the original and all copies (including partial copies) of all Confidential Information of the disclosing party.

f. Except for termination due to a material breach by VCS, all fees collected or accrued prior to the date of termination shall be retained by VCS without any pro rata refund to Client.

g. The termination of this Agreement shall not extinguish any rights or obligation of the parties under this Agreement or applicable law, including without limitation, rights and obligations relating to the protection of Confidential Information or Intellectual Property rights.

15. GENERAL PROVISIONS

a. Client warrants that the signature executed on this agreement is by a duly authorized employee, agent or officer that is binding upon Client.

b. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing.

EXHIBIT B-1

SCHEDULE AND RATES OF PAYMENT

CITY shall pay CONSULTANT an amount not to exceed One Hundred and Seventy-Five Thousand Dollars (\$175,000.00), including One Hundred Thirteen Thousand and Twenty-Two Dollars (\$113,022.00) for 5-year licensing, Ten Thousand Eight Hundred and Eighty-Five Dollars (\$10,885.00), plus applicable sales tax for hardware, firmware and materials, Forty-One Thousand Dollars (\$41,000.00) for implementation and training services, and Ten Thousand and Ninety-Three Dollars (\$10,093.00) in contingency.

Licensing & Services:	
5-Year Licensing	\$113,022.00
Implementation & Training Services	\$41,000.00
Non-Taxable Subtotal:	\$154,022.00
Hardware & Materials:	
Hardware / Firmware / Materials (t)*	\$10,885.00
Applicable Sales Tax:	\$889.20
Taxable Sub-Total:	\$11,774.20
Contingency**	\$9,203.80
Total not to exceed	\$175,000.00

*This item is partially taxable. See Exhibit B-2 for details.

**CONSULTANT shall provide a written quote and get CITY's written authorization prior to purchase of any additional materials or completion of additional services using contingency funds.

PAYMENT MILESTONE (Due upon completion or receipt)	%	ORIGINAL AMOUNT
Hardware (t) / Firmware / Materials (t)***		\$11,774.20
Installation	20%	\$30,804.40
Data Import & Configuration	25%	\$38,505.50
Software Training	25%	\$38,505.50
Review & Acceptance	30%	\$46,206.60
TOTAL:	100%	\$154,022.00

***This item is to be billed separately, upon receipt and inspection by CITY.

CONTRACTOR shall submit an itemized statement to CITY for its services performed for the prior month or weeks, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. CITY shall pay CONTRACTOR all undisputed amounts of such billing within thirty (30) days of receipt of the same.

EXHIBIT B-2



Company Address 4400 US Highway 9 #3500
Freehold, NJ 07728
US

Created Date 8/30/2016
Expiration Date 9/30/2016
Quote Number 1578

Prepared By Ricky Braen
Phone (732) 730-9009
Email rbraen@vcssoftware.com

Bill To Name Beverly Hills Police (CA)
Bill To 464 N. Rexford Dr.
Beverly Hills, CA 90210
US

Ship To Name Beverly Hills Police (CA)
Ship To 464 N. Rexford Dr.
Beverly Hills, CA 90210

Visual Computer Solutions

Product	Line Item Description	Product Code	Sales Price	Quantity	Subtotal	Discount	Total Price
SAAS - POSS ENTERPRISE SCHEDULING SOFTWARE CORE	Year 1/10% Discount Multiple Year Contract	PS1000	\$90.00	210.00	\$18,900.00	10.00%	\$17,010.00
SAAS - COURT ALERT	Year 1/10% Discount Multiple Year Contract	CS2000	\$9.60	210.00	\$2,016.00	10.00%	\$1,814.40
Pars System: Inbound And Outbound Calling Software - PARS - SOFTWARE	Year 1/10% Discount Multiple Year Contract	PS3100	\$20.00	210.00	\$4,200.00	10.00%	\$3,780.00
Training: 5 Day Onsite Implementation & Training Pkg. (250+ Miles)		TP6002	\$9,500.00	1.00	\$9,500.00		\$9,500.00
Pars System: 4 Line Dialogic Board - PARS - DIALOGIC BOARD		DB3100	\$1,248.00	1.00	\$1,248.00		\$1,248.00
Pars System: Dell Server Rackmount - PARS - SERVER	With 5 year DELL Extended Warranty	SR3100	\$4,107.00	1.00	\$4,107.00		\$4,107.00
Pars System: Runtime License - CTADE (4 Ports) - PARS - CTADE		CT3100	\$845.00	1.00	\$845.00		\$845.00
Pars System: Vocalizer TTS Engine (4 Ports) - PARS - VOCALIZER		VO3100	\$4,685.00	1.00	\$4,685.00		\$4,685.00
SAAS - POSS ENTERPRISE SCHEDULING SOFTWARE CORE	Year 2/10% Discount Multiple Year Contract	PS1000	\$90.00	210.00	\$18,900.00	10.00%	\$17,010.00
SAAS - POSS ENTERPRISE SCHEDULING SOFTWARE CORE	Year 3/10% Discount Multiple Year Contract	PS1000	\$90.00	210.00	\$18,900.00	10.00%	\$17,010.00
SAAS - POSS ENTERPRISE SCHEDULING SOFTWARE CORE	Year 4/10% Discount Multiple Year Contract	PS1000	\$90.00	210.00	\$18,900.00	10.00%	\$17,010.00
SAAS - POSS ENTERPRISE SCHEDULING SOFTWARE CORE	Year 5/10% Discount Multiple Year Contract	PS1000	\$90.00	210.00	\$18,900.00	10.00%	\$17,010.00
Pars System: Inbound And Outbound Calling Software - PARS - SOFTWARE	Year 2/10% Discount Multiple Year Contract	PS3100	\$20.00	210.00	\$4,200.00	10.00%	\$3,780.00
Pars System: Inbound And Outbound Calling Software - PARS - SOFTWARE	Year 3/10% Discount Multiple Year Contract	PS3100	\$20.00	210.00	\$4,200.00	10.00%	\$3,780.00
Pars System: Inbound And Outbound Calling Software - PARS - SOFTWARE	Year 4/10% Discount Multiple Year Contract	PS3100	\$20.00	210.00	\$4,200.00	10.00%	\$3,780.00
Pars System: Inbound And Outbound Calling Software - PARS - SOFTWARE	Year 5/10% Discount Multiple Year Contract	PS3100	\$20.00	210.00	\$4,200.00	10.00%	\$3,780.00
SAAS - COURT ALERT	Year 2/10% Discount Multiple Year Contract	CS2000	\$9.60	210.00	\$2,016.00	10.00%	\$1,814.40
SAAS - COURT ALERT	Year 3/10% Discount Multiple Year Contract	CS2000	\$9.60	210.00	\$2,016.00	10.00%	\$1,814.40
SAAS - COURT ALERT	Year 4/10% Discount Multiple Year Contract	CS2000	\$9.60	210.00	\$2,016.00	10.00%	\$1,814.40
SAAS - COURT ALERT	Year 5/10% Discount Multiple Year Contract	CS2000	\$9.60	210.00	\$2,016.00	10.00%	\$1,814.40
Sales Tax	Sales Tax on PARS Hardware Only		\$889.20	1.00	\$889.20		\$889.20
Onsite Onboarding	3 weeks onsite	Onsite-Onboarding	\$10,500.00	3.00	\$31,500.00		\$31,500.00

Visual Computer Solutions

Discount	7.04%
Total Price	\$165,796.20
Grand Total	\$165,796.20

Comments

Software as a Service (SaaS)
Cloud/VCS Hosting

POSS Core Scheduling System, Web Portal, Training Module & Extra Duty Billing Module, Phone App, PARS, Court Module & Support included.

Implementation/Training- Three weeks (5 day cycles) Onsite Build and 5 Day cycle onsite Implementation/Training.

Implementation/Training costs are a one time fee.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CONTRACTOR agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of CONTRACTOR's officers, employees, agents or others employed by CONTRACTOR while engaged by CONTRACTOR in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____ BY : _____

 Authorized Insurance Representative

TITLE : _____

AGENCY : _____ Address : _____

