EXHIBIT - A To Agreement by and between City of Salinas, hereinafter referred to as "City" AND Tracy Molfino hereinafter referred to as "CONTRACTOR"

I. SCOPE OF SERVICES / WORK PLAN

CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

Task 1 - Provide Project Management

CONTRACTOR shall have the authority to act as the Project Manager of the Records Management System (RMS) selection and implementation on behalf of the City. In this capacity, CONTRACTOR shall serve as the principal point of contact for all issues related to project implementation and provide a direct interface with all project participants. In this role, CONTRACTOR shall manage the RMS Project Team and attend either regularly scheduled RMS Project Team meetings and such additional meetings as are necessary. CONTRACTOR shall coordinate CITY'S resources responsible for completing assigned project tasks and activities.

Task 2 - Monitor Project Schedule

- 2.1 CONTRACTOR shall monitor the records management system project schedule and, in consultation with the RMS Project Team, request that the selected RMS vendor make any changes or updates that may be necessary.
- 2.2 CONTRACTOR shall work with all RMS Project Team members including, but not limited to the selected RMS vendor, the County of Monterey Emergency Communications Department (ECD), and City of Salinas Information Systems, third party vendors, as well as the RMS Project Team, to ensure that each task and subtask is accomplished.

Task 3 - Provide Project Oversight and Measure Progress

- 3.1 CONTRACTOR shall monitor project performance throughout the implementation and document milestones as they are achieved. Integral to this task is monitoring the performance of the RMS vendor contract.
- 3.2 CONTRACTOR shall provide the following project reports to the RMS Project Team:
 - 3.2.1 Weekly Action Register;
 - 3.2.2 Monthly Overview of the project schedule; and

- 3.2.3 Monthly Project Status Report.
- 3.3 CONTRACTOR shall monitor the monthly RMS Vendor Progress Report.
- 3.4 CONTRATOR shall take a proactive approach to identifying and managing potential conflicts, including rapid escalation of problems that present significant risk to project success or that may contribute to project delay.
- 3.5 CONTRACTOR shall review Task Completion Reports (TCRs), Project management plans, applicable configuration sheets, Operational Scenario Documents (OSDs) and Interface Requirements Documents (IRDs), and when appropriate recommend approval of the Demonstration of Licensed Functionality (DOLF) report and Acceptance Test Plan (ATP).
- 3.6 CONTRACTOR shall manage and coordinate CITY'S representation with the NGEN/MDCS system implementation in order to fulfill the need of secure communications related to access and use of RMS information.
- 3.7 CONTRACTOR shall assist and supply requested representation of Salinas Police Department as it relates to Monterey County Emergency Communications to insure appropriate adherence to agreements and goals set forth by the Police Department and City of Salinas.

Task 4 - Provide Budgetary Analysis

- 4.1 CONTRACTOR shall review the budget on an ongoing basis to verify that the project remains on budget.
- 4.2 CONTRACTOR shall review the status of milestones and recommend approval and payment when milestones are achieved.

Task 5 - Provide Change Management Assistance

- 5.1 CONTRACTOR shall assist in coordinating training for users of the system. This includes scheduling training and insure that the appropriate training is provided based on the REMS Vendor Scope of work.
- 5.2 CONTRACTOR shall coordinate dissemination of project related information and updates to police department personnel to insure that all members of the organization we informed and aware of the progress of the implementation.

Task 6 - Supervise Acceptance Testing

CONTRACTOR shall:

- 6.1 Facilitate a preplanning meeting to review testing requirements and tasks prior to DOLF and ATP testing.
- 6.2 Review the RMS vendor DOLF and ATP reports that will be delivered.
- 6.3 Provide oversight and coordination of the RMS vendor DOLF and ATP.
- 6.4 Work with RMS Project Team to verify that proper test procedures are followed in adherence the the RMS Vendor SOW and agreements.

Task 7 - Facilitate Transition Planning Meetings and Go Live

CONTRACTOR shall:

- 7.1 Facilitate meetings with RMS users and RMS Team Member involved in the Go Live process in order to develop a Go Live schedule and task list.
- 7.2 Coordinate the RMS project identified critical path items in the project schedule and coordinate with RMS vendor and the RMS Project Team to assign responsibilities for successful completion of Go Live. This includes, but is not limited to scheduling of provisioning and installation of subscriber equipment so that cutover may be completed on time with minimal cost.

Task 8 - Administer Change Control

- 8.1 CONTRACTOR shall review all change orders submitted by the RMS vendor and other vendors providing services to the project and present those change orders to the RMS Project Team. This shall include CONTRACTOR's responsibility to either recommend approval and payment of change order or recommend an alternative approach.
- 8.2 CONTRACTOR shall provide timely responses to all issues related to project progress. CONTRACTOR shall be available to the RMS Project Team during normal working hours as well as any times outside normal hours during which project activities are taking place.

Task 9 - Conduct Post Implementation Review

- 9.1 Once the implementation is completed, CONTRACTOR shall conduct a post implementation review with the RMS Project Team to identify the strengths of the implementation as well as areas that could be improved.
- 9.2 CONTRACTOR shall review at each phase the installed system with the RMS Project Team to verify that all documented requirements have been met and shall develop a punch list of items that should be addressed in the future.

9.3 CONTRACTOR shall coordinate with the RMS Project Team to verify that sufficient training has been provided and that the system and personnel are prepared for the ongoing support of the RMS.

Project Deliverables: Any reports or other deliverables required under this scope of work shall be submitted to the Salinas Police Department point of contact.

II. PAYMENT PROVISIONS

- A. COMPENSATION/ PAYMENT
 - City shall pay an amount not to exceed \$126,786 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. City shall pay CONTRACTOR based on a fixed monthly rate of \$11,526 per month.
 - 2) CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed.
- B. CONTRACTOR'S BILLING PROCEDURES
 - 1) CONTRACTOR shall invoice the City monthly after services have been provided.
 - 2) City may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
 - 3) No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by City.
 - City shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.