

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
THE CITY OF SALINAS AND TRACY MOLFINO**

This Agreement for Professional Services (the "Agreement") is made and entered into this 6th day of June, 2017, by and between the **City of Salinas**, a California charter city and municipal corporation (hereinafter "City"), and **Tracy Molfino, a sole provider**, (hereinafter "Consultant").

**RECITALS**

**WHEREAS**, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

**WHEREAS**, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

**NOW, THEREFORE**, City and Consultant agree as follows:

**TERMS**

1. **Scope of Service.** The project contemplated and the scope of Consultant's services are described in **Exhibit A**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on June 6, 2017, and shall terminate on April 30, 2018, unless extended in writing by either party upon thirty (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of Section 17 of this Agreement. Consultant shall fully comply with all time-lines for performance of its consulting services set forth in **Exhibit A**.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement as set forth in **Exhibit A**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:
  - a. A brief description of services performed;
  - b. The date the services were performed;
  - c. A brief description of any costs incurred; and
  - d. The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within fifteen (15) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until fifteen (15) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. **Additional Copies.** If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

6. **Responsibility of Consultant.**

a. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

b. Consultant shall assign a single Project Director to have overall responsibility for the execution of this Agreement for Consultant. **Tracy Molfino** is hereby designated as the Project Director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the City Manager.

7. **Responsibility of City.** To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

a. Assist Consultant by placing at his disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

b. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

c. **Cynthia Burnham** shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

d. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

**8. Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

**9. Indemnification and Hold Harmless.** Consultant shall indemnify, defend, and hold City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional acts or omission of Consultant, its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant shall reimburse the City for all costs and expenses including, but not limited to court costs, incurred by the City in enforcing the provisions of this section.

**10. Insurance.**

a. Consultant shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the Consultant, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

b. Consultant shall maintain the following limits:

**General Liability** - Contractor shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M Best rating of A-Class VIII or better for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance with limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the general aggregate and products/completed operations aggregate insuring against any and all liability of the insured with respect to premises and products/completed operations. Liability coverage shall also include coverage for underground work and/or construction performed (if applicable). The coverage afforded to the additional insureds under the Contractor's policy shall be primary insurance and non-contributory. If coverage is on a claims-made basis, the Contractor shall maintain "tail coverage" no less than ten (10) years after the expiration date of the policy or policies. Any policy or policies carrying a deductible of more than \$25,000.00 may be subject to review by the City of the Contractor's financials.

**Umbrella or Excess** - Contractor shall provide limits on the Declarations Page but not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence and Two Million and 00/100

(\$2,000,000) in the aggregate on a follow - form basis having an A.M Best rating of A-Class VIII or better.

**Auto Liability** - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 (\$1,000,000.00) combined single limit for bodily injury and property damage having an A.M Best rating of A - Class VIII or better. Automobile Liability Symbol 1 (any auto), if the Company owns automobiles. An entity without autos shall have "Non -owned and Hired" coverage (Auto Symbols 8 & 9). The City and its elected and appointed officers, boards, commissions, agents and employees shall be named as Additional Insureds.

**Professional Liability** - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000) per claim and One Million and 00/100 Dollars (\$1,000,000) in the aggregate having an A.M Best rating of A-Class VIII or better.

c. All insurance companies with the exception of "Worker's Compensation" and "professional errors and omissions" affording coverage to the Consultant shall be required to add the City of Salinas, its officers, and, agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to City, its officers, employees or agents.

d. All insurance companies affording coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

e. All insurance companies affording coverage shall provide thirty (30) days written notice by certified mail to the City of Salinas should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

f. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk and Benefits Analyst, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the Consultant, its agents or representatives" does not satisfy the requirements of this subsection. The Consultant shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

g. Consultant shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant. In the event Consultant is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Consultant

shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

h. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

11. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

12. **Assignment.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

13. **Changes to Scope of Work.** City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Consultant's schedule of hourly rates shown in **Exhibit A** of this Agreement. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

14. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by both parties, City shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

15. **Ownership of Documents.** Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

**16. Subcontractors.** Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultants by this Agreement.

**17. Termination.**

a. City shall have the authority to terminate this Agreement, upon written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

b. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of based upon the hourly rates of compensation shown in Exhibit A, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

c. In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

d. In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

e. The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

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**18. Audit and Examination of Accounts.**

a. Consultant shall keep and will cause any assignee or subcontractor under this Agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this Agreement.

b. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.

c. Consultant hereby agrees to disclose and make available any and all information, reports or books of records or accounts pertaining to this Agreement to City and any City of the County of Monterey or state or federal government which provides support funding for this project.

d. Consultant hereby agrees to include the requirements of subsection (B), above, in any and all contracts with assignees or consultants under this Agreement.

e. All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals or claims.

**19. Compliance with Laws, Rules, and Regulations.** Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

**20. Exhibits Incorporated.** All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

**21. Independent Contractor.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

**22. Integration and Agreement.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

**23. Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey.

**24. Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

**25. Notices.**

a. Written notices to the City hereunder shall, until further notice by City, be addressed to:

Chief of Police  
Salinas Police Department  
222 Lincoln Ave.,  
Salinas, California 93901

With a Copy to:

City Attorney  
City of Salinas  
200 Lincoln Avenue  
Salinas, California 93901

b. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Tracy Molfino  
PO Box 2537  
Monterey, CA 93942

c. The execution of any such notices by the City Manager of the City shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

d. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

**26. Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

**27. Conflict of Interest.** Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no





subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

28. **Headings.** The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

29. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of the document.

30. **Attorney's Fees.** In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

31. **Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

32. **Rights and Obligations Under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

33. **Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

34. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

35. **Legal Representation.** Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

36. **Joint Representation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.



**37. Warranty of Authority.** Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

**38. No Waiver of Rights.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date first written above.

**CITY OF SALINAS**

  
\_\_\_\_\_  
Ray E. Corpuz Jr., City Manager


June 19, 2017  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Christopher A. Callihan, City Attorney

June 19, 2017  
\_\_\_\_\_  
Date

**Consultant**

  
\_\_\_\_\_  
Tracy Molfino  
Sole Proprietor

6/19/17  
\_\_\_\_\_  
Date

*WOW*

**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 CONTRACTOR 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 fourth 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**

- 1) 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.
- 4) 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.