

SERVICES AGREEMENT (GENERAL)
Dispatch Recording System

City Agreement No. C2019-113

City Budget Code: 49610-53201

This Services Agreement (General) for a Dispatch Recording System ("**Agreement**") by and between the City of Napa, a California charter city ("**City**"), and Gosserco, Inc. ("**Consultant**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit "A," and generally including the installation and configuration of a 911 dispatch recording system.

B. The Consultant will provide primary site and backup, Eventide NexLog hardware and software, and professional services and extended warranty.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City's authorized representative, Gus Ulloth, Communications Manager ("**City's Authorized Representative**").

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for, and exercise the degree of skill and diligence ordinarily used by reputable service providers within the greater San Francisco Bay Area who provide the same or similar type of services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Consultant will

submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant must promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$160,000, without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice must identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns Shaun Andrews to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY:

Gus Ulloth, Communications Manager
 Napa Police Department
 CITY OF NAPA
 P.O. Box 660
 NAPA, CA 94559-0660
 gulloth@cityofnapa.org

TO CONSULTANT:

Geoff Goin, President
 Gosserco, Inc.
 7165 E. University Drive, #180
 Mesa, AZ 85207
 ggoin@gosserco.com

5. TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting to full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Without limiting Consultant's indemnification obligations in Section 10, Consultant will

procure and maintain throughout the period of this Agreement the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. General Liability Policy. Comprehensive or Commercial General Liability Insurance ("CGL") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.2. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit.

11.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

11.4.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.4.2. The Consultant's insurance is primary and no insurance held by the City will be called upon to contribute to a loss.

11.4.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.5. All Policies.

11.5.1. For all insurance policies required under this Agreement, prior to City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.5.2. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to City's execution of this Agreement and is subject to approval by the City.

11.5.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of

the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

[Signature page follows.]

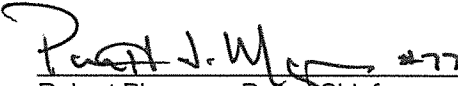
15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

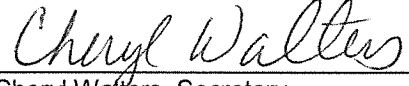
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

By: 
Robert Plummer, Police Chief
FOR CHIEF PLUMMER

CONSULTANT:
Goserco, Inc.

By: 
Geoff Goin, President

By: 
Cheryl Walters, Secretary

ATTEST:


Tiffany Carranza, City Clerk

Date: 6/10/19
("Effective Date")

COUNTERSIGNED:


Desiree Brun, City Auditor

APPROVED AS TO FORM:

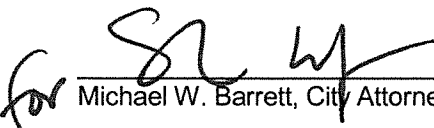
 Sabrina S. Wolfson, Deputy City Attorney
for Michael W. Barrett, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1.0. SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

	
Phone:	Email: sandrews@goserco.com Web: www.goserco.com

Project Scope Detail

Comprehensive installation package: includes all project man

Project Scope Detail

- Pre-installation build, configuration, and ground shipping to site
- Remote project management, planning, and documentation
- On-site system installation, configuration, and recording testing during business hours
- Deployment of search/playback/export client environment
- Configuration of network archival to customer-furnished network-attached storage
- Configuration of access security per customer-furnished information
- Configuration of NTP time synchronization, and system e-mail notifications
- End-user system administrator and supervisor client training
- Integration to Avtec IP system

Quote #009033 v2



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Statement of Work

The City of Napa - Napa Central Dispatch

Communications Recording Solution Upgrade or Implementation

Prepared for: The City of Napa - Napa Central Dispatch ("the customer")

Prepared by: Goserco, Inc. ("Goserco")

Project: Communications Recording Solution (Upgrade or Implementation)

Statement of Work (SOW) and Statement of Purpose

Goserco, Inc. is pleased to submit this statement of work to The City of Napa - Napa Central Dispatch for services to deliver: the applicable installation, configuration, testing, training, and the relevant project management, for a new or upgrade communications recording solution. This document outlines the services that Goserco, Inc. will provide, as well as those expected to be provided by The City of Napa - Napa Central Dispatch, or its relevant vendors, in planning for and implementing this project. It may also describe specific services to be customized to your environment. Specifically, this SOW is only for the applicable installation, configuration, testing, training, and the relevant project management, for a communications recording solution.

In the event of overlap, any specific terms and conditions agreed to by Goserco by other device (contract, RFP response, or other written agreement) shall take precedence over this statement of work. With authorized signature by both parties, and in the absence of such an outside agreement, the terms and conditions specified in this statement of work shall apply, and constitute agreement to such terms and conditions by both parties.

Changes to this Statement of Work will be processed in accordance with the procedures described in "Appendix B. Project Change Control Procedure". A Change Authorization must be approved and accepted by both parties to initiate scope changes under this agreement. The investigation and the implementation of changes may result in modifications to any aspect of the project schedule, pricing/invoiced charges, and/or other terms of this agreement. Without signatures of acceptance, specific pricing (if any) in this Statement of Work expires 60 days following the date of its preparation.

Project Scope

The scope – the customized and detailed list of specific items that define what will be considered "in-scope" for this project, is written in a separate section that follows titled, "Project Scope Detail". The Project Scope Detail is considered part of this statement of work.

Assumptions

General

- The customer will provide a single point of contact that will act as the project owner and who will be the primary individual to sign off on the project phases at completion
- All work under this statement of work will occur Monday-Friday between the hours of 8:00 am and 5:00 pm; no installations, configuration, moves, site visits, or other related work will be scheduled over weekends, evenings, or Goserco, Inc.-declared holidays, without mutual agreement in advance from the Goserco, Inc. project manager and the customer project manager
- Goserco, Inc. and the customer will jointly create any project documentation, where customer involvement is required. The customer must approve the final installation schedule and final versions of project documentation to ensure it coincides with all expectations

Quote #009033 v2



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

- Goserco, Inc. and the customer will jointly create any special requirements for defining "project acceptance" in writing, and with mutual agreement to such requirements, those requirements will become part of a written cutover plan (or installation checklist)
- "Project acceptance" (via a signed installation service ticket or other written acknowledgement) should follow (within 24 hours) completion of the written project plan, and a successful support turnover call, and Goserco's delivery to the customer of "as-built" system configuration documentation

Premises Work

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor
- The customer assumes all responsibility for compliance with local and federal laws and regulations as they relate to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording and application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring, is not included in this SOW. Additional information follows in the section titled, "Specific Technical and Other Provisions"
- Hours spent troubleshooting problems outside of the project scope of in this SOW will be billed at \$150 per hour (via remote access) or \$225 per hour (on-site). The project managers will be contacted and will approve any additional charges prior to execution of any work that could result in additional charges

Shipping Management and or Special Requirements

- In general, all shipments for this project will be via local delivery or "UPS Ground"
- Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at actual cost

Deposits, Invoicing, and Scheduling

- Order Deposit – Unless other contractual arrangements or quoted payment terms exist (within this proposal package), whether governmental or private sector, a deposit equal to 50% of all hardware and software is due at the time the order is placed, and required to begin implementation project management. Services are invoiced at project completion
- Invoicing – Invoices for equipment and software (or for remaining balance on any equipment and software) to be installed as part of this implementation, will be generated when the equipment and software is delivered to the customer site(s). Invoices for services will be generated at the completion of those services (based on either a specific project milestone invoicing schedule or at general "project acceptance")
- Payment - for all invoices is due with 30 days of invoice date (NET 30), and the customer may take a 2% discount (of invoice total) for any invoice paid within 10 days of invoice date (NET 10)
- Postponement/Project Schedule Delay - If the project schedule is postponed or delayed by the customer after any equipment has been ordered, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (a mutually agreed upon) installation date
- On-site Cancellation/Postponement Charges - If the installation is cancelled or postponed for reasons beyond the control of Goserco, Inc. once a technician is on-site, the cost of taking the technician out of service at \$150 per hour (for actual time out of service), and related travel expenses (at cost) will be passed on to the customer
- On-site Project Delay - If the project is unreasonably delayed while a technician is on-site for reasons such as, but not limited to: access to appropriate buildings or specific areas within buildings, lack of access to, or unavailability of assigned or appropriate customer personnel, delay due to a third party, waiting, etc. the cost of the technician being out of service at \$150 per hour (for actual time out of service), will be passed on to the customer

Goserco, Inc. Team Responsibilities

Pilot System

Quote #009033 v2



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

- If a pilot system is required (for multi-site installations only), it will be coordinated through the project planning process

Project Management

- The Goserco, Inc. project manager (or designated backup) will work with the customer for the life of the project. He or she will manage each phase of the project to include shipping, installation, training and all other contacts regarding this project
- The Goserco, Inc. project manager will handle escalation of problem solving within Goserco, Inc. internal teams as well as contacts within the Customer organization
- The Goserco, Inc. project manager should be the first point of contact for any project issue
- The Goserco, Inc. project manager will handle communication issues regarding equipment procurement and/or transportation within Goserco, Inc.
- The Goserco, Inc. project manager will review all documentation
- The Goserco, Inc. project manager will maintain a project schedule and tasks list

Installation Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- All installation teams will consist of 1-2 Goserco, Inc. technicians
- Installation and training is for Eventide NexLog recording equipment and client software as quoted/described
- Each technician will bring appropriate tools to complete their assigned tasks
- Any issues that may delay, or prevent the completion of the installation, will be escalated to the Goserco, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site
- All work areas will be neat, and free of recording system installation materials and packaging prior to leaving the site
- Goserco, Inc. is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

Training Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- Training content is dictated by the stated project scope
- Training scheduling will be mutually agreed upon by the customer and Goserco, Inc. project manager. Although the customer is responsible for coordination of classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Goserco, Inc.), the Goserco, Inc. project manager will assist in the organization and planning with the customer project manager.

Goserco, Inc. Contacts

- Project Manager: TBA
- Backup Project Manager: TBA
- Lead Technician: TBA
- Account Rep: TBA
- Other technicians and personnel, as assigned: Office 480-964-8911 Option 1

Customer Responsibilities

Quote #009033 v2



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

General

The responsibilities listed in this section are in addition to those responsibilities specified in any Goserco, Inc. quoted sales terms and all services by the customer are to be provided at no charge to Goserco, Inc. Goserco, Inc.'s performance is predicated upon the following responsibilities being fulfilled by the customer

Project Management

Prior to the beginning any work in the project calendar or plan, the customer will designate a Project Manager to whom all Goserco, Inc. communications will be addressed and who has the authority to act for the customer within the terms of this agreement. The Customer's project manager will be the focal point for the following activities:

- Serve as the communications interface between Goserco, Inc. and all Customer departments participating in this project.
- Coordinate and ensure the provision of all required customer information (as needed for proper implementation) and delivery of requirements (hardware, technical support, and services) as needed to perform this Statement of Work. Answers and information should be provided within three working days of Goserco, Inc. request, unless the Customer and Goserco, Inc. mutually agree to an extended response time
- Assignment of personnel to the project to be on-site at the time of equipment delivery and installation for verification and acceptance. Goserco, Inc. will coordinate the schedule with the Customer Project Manager
- Help resolve and escalate as needed project issues and problems within the customer staff
- Administer Project Change Control in conjunction with the Goserco, Inc. Project Manager
- Receive, review, and maintain Goserco, Inc.-prepared documentation
- Accept responsibility for the security of all equipment shipped to the Customer's location(s)
- Arrange for any security clearances required for all Goserco, Inc. personnel
- Arrange for payment of deposits and invoices

Customer Contacts

- Project manager: TBA
- Customer telephony contact: TBA
- Customer 911 telephony contact: N/A
- Customer radio contact: TBA
- Customer I.T. servers/network contact: TBA
- Customer I.T. desktop contact: TBA
- Customer operations (site) contact: TBA

Specific Technical Services and Other Provisions

Equipment-Environment

- Customer will ensure adequate UPS power and power distribution for all servers to be installed
- Customer will ensure adequate rack mounting space and proper environmental control where any equipment is to be installed - standard 19" 4-post rack rail hardware is typically supplied with new systems purchased from Goserco, Inc., however in cases where the standard supplied rack rail hardware will not accommodate a proper installation, the customer will provide and install suitable rack shelving or other mounting hardware as may be required by local building/equipment installation codes
- Each server must be located within Ethernet standard distances of the switch it connects to, and have a minimum of two available ports for network access - one dedicated for network traffic (CTI connection, client connections, and CAS server upload), and one for IP recording capture (or spare)

Operating System and Anti-Virus Software

Quote #009033 v2



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

- For Windows-based systems only, Operating System Critical Updates are the responsibility of the customer for Microsoft Windows-based systems (Manufacturer -tested update levels will be provided by Goserco, Inc. on regular basis, as QA'd and released by the manufacturer – typically semi-monthly)
- Anti-virus software (and proper configuration thereof) for the server(s) are the responsibility of the customer and are required – note: there may be mandatory file extension type exclusions for Windows-based servers (including any that are virtualized).

Equipment Access and Remote Access

- Customer will ensure access to any locked facilities (i.e.: equipment rooms) so as to prevent a technician from experiencing any delays on-site while attempting to access an installation location
- The customer will provide uninterrupted remote access to all Goserco, Inc.-installed servers (and potentially relevant clients) during any period in which Goserco, Inc. provides installation or configuration services, technical support or maintenance/extended warranty services

Networking, Clients, and Desktop Installations

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP
- Network administrative configuration of the recording servers is the responsibility of the customer – Note: there may be specific network environment requirements for the system(s) and it is advised that the customer check with Goserco, Inc. prior implementation of configuration or changes – e.g. Audiolog servers are typically required to be joined to the domain in a separate OU with no policies pushed (including any servers that are virtualized), and a domain Audiolog administrative user account with local administrator privilege on the Audiolog is required for application services. While Eventide servers are Linux-based, there may be specific required network configuration
- Any new client user PC's must meet the minimum requirements listed in the system documentation CD
- An appropriate customer network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Goserco, Inc. technician at the installation
- All network configuration required to produce a successful implementation is the responsibility of the customer, and will be provided to Goserco, Inc. free of charge. A successful implementation includes both server connectivity and client pc network connectivity and configuration. Additionally, it is the responsibility of the customer to provide and ensure LAN/WAN connectivity and configuration that will allow for proper client access from within, or off-site, if applicable (including firewall configuration where necessary)
- Customer will provide a list of client pc's, AD user names, actual user names, and a seating chart (to include desired channel-level security restrictions) if Goserco, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis

Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information

- For integrated recording of any telephone/PBX, digital radio, or IP dispatch console communications system, the customer will provide or otherwise arrange for purchase, installation, and configuration of all telephone/PBX, digital radio, and or IP dispatch console hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for purchase, installation, and configuration of any and all related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will provide or otherwise arrange for purchase of all telephone/PBX, digital radio, and or IP dispatch console configuration, testing, and troubleshooting services, as well as any required network configuration (including SPAN ports if required), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX, digital radio, and or IP dispatch consoles, and the customer network
- Customer will provide a complete list of requested telephone/PBX, digital radio, and or IP dispatch console information: including, but not limited to, hardware and software versions, IP addresses, protocols, etc. as well as details that may be needed to ensure a successful integration and proper recording such as: agents, extensions,

Quote #009033 v2



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

device identifying information, channels, talk groups, and frequency ID's and or names, etc.

Wiring

Traditional Device Monitoring, and Other Wiring Notes

- In general, Goserco, Inc. will provide a demarcation point (typically 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible to provide feed wiring for any and all audio sources to be recorded, and cross-connect to the provided demarcation point
- For direct digital station tapping, the customer is responsible to provide feed wiring for any extension to be recorded. This is typically accomplished (for supported handset models), by passing the cross-connect wiring from the designated PBX output pair, through the provided recording demarcation point (punch without cut/termination), and on to the designated premise wiring/jack pair for the phone to be recorded. Goserco will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g. produce a list of devices required to be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair)
- For analog recording (full-time or record-on-demand) of digital or VoIP phones via logger patch, analog feed wiring in the form of a CAT5 cable home run from within 5' of phone (terminated as an RJ11), to recorder demarcation block (non-terminated) is to be provided to Goserco, Inc. at no charge for each phone to be recorded. Goserco, Inc. will typically provide and install the required analog logger patches – note: a standard 110V AC power outlet within 5' of the phone is also required
- Intrado/Positron: For analog recording of LIFELINE100 and VIPER systems, CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Goserco, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing standard CDR from the Viper system) is required, and will be provided to Goserco, Inc. at no charge.
- Airbus/Cassidian: For analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Goserco, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, and will be provided to Goserco, Inc. at no charge.
- For analog recording of radio, the customer is responsible to provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Goserco, Inc. at no charge
- Signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of -10dBm to 0dBm

Pricing

Pricing Per Quotation

Pricing for the services listed in this statement of work is as "a fixed amount, complete package".

APPENDIX A - Deliverable Guidelines

Status Reports

Purpose: The Goserco, Inc. project manager will typically provide weekly project plans or status reports via e-mail, advising the customer project team of the progress and status of Goserco, Inc. related activities. The report will outline and describe the status of tasks worked on during that period and document significant accomplishments, milestones, and problems identified

Content: The report may consist of the following, as appropriate for the project:

- A regularly updated project schedule, noting key events, planned travel, and training schedules

Quote #009033 v2



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

- Activities performed during the week/month
- Activities planned for the next week/month
- Issues or concerns about activities, which occurred in the previous week/month
- Recommendations relating to problems or issues
- Any other items that Goserco, Inc. reasonably anticipates may have an effect on the schedule or otherwise materially impact on the project
- Billing information if needed
- Project change control summary (See "Appendix B. Project Change Control Procedures" in Appendix B for details.)

Installation Checklist/Cutover Plan (if applicable)

Purpose: An installation checklist/cutover plan document will provide a detailed plan for cutover and contingency planning and or back-out procedures for the installation services. The installation checklist/cutover plan document will also provide a brief outline/timeline of expected activities for on-site time, and will require customer approval prior to installation. The combination of a completed customer-approved installation checklist and a completed service ticket by the installing technician will be presented to the customer for signature, and customer signature will constitute project acceptance. Minor exceptions, deviations, and other changes noted in the installation checklist shall not delay project acceptance if follow-up support or resolution has been initiated and communicated in writing, and such deviations do not materially impact the primary use and functions of the deployed system(s).

Copies of All System Software and Documentation

One copy of all system software and documentation will be provided for each site. In most cases documentation is provided in .PDF format on CD or DVD. Customers are responsible for the safe-keeping of software and documentation

Other Project Documentation

Other project documentation will be delivered as deemed beneficial to the project and may include such items as: specific technical documentation, specific project planning documentation, and specific site-specific configuration details documentation

Administrator and End-User Training

System administrator and end-user training sessions will be scheduled and provided, as dictated by the scope of the project. A training plan that details the training content, formats, and relevant audience(s) will be provided prior to training

APPENDIX B - Project Change Control

Procedures

The following provides a detailed process to follow if a change to the scope or directly from the Customer to this Statement of Work is required:

A Project Change Request (PCR) will be the vehicle for communicating change (to be completed by Goserco, Inc. at customer or Goserco, Inc. request)

- The Project Change Request must describe the rationale for the change and the affect the change will have on the project
- The Customer and Goserco, Inc. Project Managers will review the proposed change and approve it or revise it as required. Goserco, Inc. will specify any charges for such change. If the Customer Project Manager authorizes the change, in writing, this constitutes approval for the change charge(s). Goserco, Inc. will invoice the Customer for any such charges. The Customer will be responsible for the affect that the change will have on price, schedule, and other terms and conditions of the Agreement

Quote #009033 v2



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

- A written Project Change Request must be signed by the Customer and Goserco, Inc. to authorize implementation for the changes

2.0. SCHEDULE OF PERFORMANCE

NAPA - Eventide Implementation						
Item		Start Date	Duration	End Date	Start Day	Actual Date Notes
1	Project Kick-off Meeting/Call	3/18/2019	1	3/19/2019	0	
2	Equipment and Licensing Ordered	3/22/2019	1	3/23/2019	4	
3	Final Ticket and Project Documents Created	3/22/2019	1	3/23/2019	4	
4	Preliminary Scheduling	3/23/2019	1	3/24/2019	5	
5	Equipment and Licensing Ordered	3/24/2019	1	3/25/2019	6	
6	Equipment and Licensing Ordered	3/24/2019	1	3/25/2019	6	
7	Equipment and Licensing Ordered	3/24/2019	1	3/25/2019	6	
8	Project Kick-off Meeting/Call	3/26/2019	1	3/27/2019	8	Possible on-site and site survey
9	Network and IT Planning Meeting/Call	3/26/2019	1	3/27/2019	8	
10	Equipment Parts Ordered	3/29/2019	1	3/30/2019	11	Dependency: completion of items 8 and 9
11	Equipment Parts Ordered	3/29/2019	1	3/30/2019	11	Dependency: completion of item 10
12	Equipment ETS confirmed	4/4/2019	1	4/5/2019	17	
13	Equipment ETS confirmed	4/4/2019	1	4/5/2019	17	
14	Equipment ETS confirmed	4/11/2019	1	4/12/2019	24	
15	Equipment ETS confirmed	4/18/2019	1	4/19/2019	31	
16	Equipment ETS confirmed	4/18/2019	1	4/19/2019	31	
17	Equipment ETS confirmed	4/18/2019	1	4/19/2019	31	
18	Project Documentation Review/Call	4/23/2019	1	4/24/2019	36	Dependency: completion of items 14-17
19	Equipment and Licensing Ordered	4/22/2019	4	4/26/2019	35	
20	Equipment and Licensing Ordered	4/22/2019	6	4/30/2019	37	
21	Shipping Instructions to build team	4/26/2019	1	4/27/2019	39	
22	Shipping Instructions to build team	5/1/2019	1	5/2/2019	44	
23	Shipping Instructions to build team	5/6/2019	1	5/7/2019	49	
24	Shipping Instructions to build team	4/15/2019	16	5/1/2019	28	Dependency: completion of items 19-22
25	Shipping Instructions to build team	5/6/2019	4	5/10/2019	45	
26	Shipping Instructions to build team	5/8/2019	2	5/10/2019	47	
27	Green Light Call	5/9/2019	1	5/10/2019	52	
28	On-site Installation	5/13/2019	4	5/17/2019	56	Dependency: completion of item 25
29	On-site Testing	5/14/2019	3	5/17/2019	57	
30	On-site Testing	5/16/2019	1	5/17/2019	59	
31	On-site Testing	5/16/2019	1	5/17/2019	59	
32	MediaWorks Classroom Training	5/21/2019	1	5/22/2019	64	Dependency: site completion
33	Quality Factor Classroom Training	5/22/2019	1	5/23/2019	61	TUE: 3-hour classes, 9 am
34	On-site Info to Neurologist/Administrator	5/21/2019	1	5/22/2019	64	WED: 3-hour administrator intro, 9am
35	On-site Info to Neurologist/Administrator	5/22/2019	1	5/23/2019	65	Dependency: training completion
36	Post-Installation Project Status Call	5/23/2019	1	5/24/2019	66	
37	Support Turnover Call	5/23/2019	1	5/24/2019	66	
38	Support Turnover Call	5/27/2019	1	5/28/2019	70	
39	Support Turnover Call	5/28/2019	1	5/29/2019	71	Dependency: all items complete

EXHIBIT "B"

COMPENSATION RATES AND CHARGES



Phone: 480-964-8933

Email: sandrews@goserco.com

Web: www.goserco.com

Primary site Eventide NexLog Hardware		Price	Qty	Ext. Price
CE-740-NexLog740	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager, and 1st year warranty.	\$6,524.89	1	\$6,524.89
CE-740-PW-108233-000	Dual hot-swap power supplies, 120/240VAC (standard-no charge) Dual hot-swap power supplies, 120/240VAC (standard-no charge)	\$0.00	1	\$0.00
	Display Options			
CE-740-FP-105301	Integrated Front Panel with 7" Touchscreen NexLog740	\$1,056.88	1	\$1,056.88
	Removable Archive Options			
CE-740-AD-105321	Equip with 1 Multi-Drive for DVD-RAM (standard)	\$0.00	1	\$0.00
	Internal Storage Options			
CE-740-ST-105440	Upgrade 740 to 3x2TB HotSwap RAID5 +HotSpare 2TB=4TB storage Upgrade 740 to 3x2TB HotSwap RAID5 +HotSpare 2TB=4TB storage	\$3,879.90	1	\$3,879.90
	Rack Slide Options			
CE-740-RM-324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	\$293.80	1	\$293.80
	Record Boards-Analog card used for 18 911 trunks			
CE-AUD-105284-024	24-Channel Analog Card, 24 Ch. Licenses 24-Channel Analog Card, 24 Ch. Licenses	\$4,896.73	1	\$4,896.73
CE-CBL-264242-003	9 ft. Connector Cable for Analog or Digital PBX card 9 ft. Connector Cable for Analog or Digital PBX card	\$75.08	1	\$75.08
CE-AUD-324773	Quad Port 100/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1) Quad Port 100/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)	\$720.90	1	\$720.90
	NAS for long term storage & archiving-Screen recordings will be dumped after 30 days but audio will be archived for 2 years.			

Quote #009033 v2



Phone: 480-964-8911

Email: sandrews@goserco.com

Web: www.goserco.com

Primary site Eventide NexLog Hardware		Price	Qty	Ext. Price
CA-NAS-RMRPNAS8TB	RP Rackmount NAS 8TB, 1U RS815RP+ w/ 4x4TB SATA HDD (RAID5 + Hot Spare) and Rail Kit	\$3,550.00	1	\$3,550.00
	RP Rackmount NAS 8TB, 1U RS815RP+ w/ 4x4TB SATA HDD (RAID5 + Hot Spare) and Rail Kit			
Subtotal:				\$20,998.18

Primary site Eventide NexLog Software		Price	Qty	Ext. Price
CE-SW-271083	MediaWorks PLUS: Concurrent Access for 8 Users	\$812.04	1	\$812.04
CE-INT-209029	NENA ANI/ALI CAD Spill Integration or SMDR NENA ANI/ALI CAD Spill Integration or SMDR	\$2,852.34	1	\$2,852.34
CE-SW-115021	Enhanced Reporting Package Enhanced Reporting Package	\$812.04	1	\$812.04
CE-GEO-271098	Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps) Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	\$812.04	1	\$812.04
CE-SW-271113	NexLog Access Bridge License-TO ACCESS BOTH RECORDERS (Primary site & Backup) NexLog Access Bridge License	\$3,495.00	1	\$3,495.00
CE-SW-271109	Eventide SSL Enabler option Eventide SSL Enabler option	\$0.00	1	\$0.00
	PSAP Controller Integrations			
CE-INT-209157	Metadata Integration for Dispatch, RoIP, and Other Systems Metadata Integration for Dispatch, RoIP, and Other Systems	\$3,495.004	1	\$3,495.004
	Integrgraph integration-Further consultation and discussions need to happen, to be able to determine integration possibilities			
CE-API-271102	NexLog API Access License: Control and Tagging NexLog API Access License: Control and Tagging	\$3,495.004	1	\$3,495.004
	Quality Assurance package			
CE-QF-271077	Quality Factor: 20 Agents (Requires MediaWorks PLUS) Quality Factor: 20 Agents (Requires MediaWorks PLUS)	\$1,220.10	1	\$1,220.10
CE-QF-271082	Quality Factor: add-on for 20 Agents Quality Factor: add-on for 20 Agents	\$1,220.10	1	\$1,220.10
CE-SCR-271070	Screen Recording for 5 PCs (Requires MediaWorks PLUS) Screen Recording for 5 PCs (Requires MediaWorks PLUS)	\$2,025.00	1	\$2,025.00

Quote #009033 v2



Phone: 480-964-8911

Email: sandrews@goserco.com

Web: www.goserco.com

Primary site Eventide NextLog Software		Price	Qty	Ext. Price
CE-SCR-271076	Screen Recording expansion license for 5 PCs Screen Recording expansion license for 5 PCs	\$405.00	2	\$810.00
	VoIP- Viper SPAN- Currently 12 positions- AVTEC VP Gate radio 12 IP licenses(24 total needed but spares for future expansion)			
CE-VIN-271052	Internal IP Recorder with First 8 G.711 Channels	\$3,468.51	1	\$3,468.51
CE-VIN-271035	Add-on License Pack Internal IP G.711 8-Channel Add-on License Pack Internal IP G.711 8-Channel	\$938.54	3	\$2,815.62
CE-INT-271171	SMS Recording Enabler for IP channels (for West VIPER, Emergitech) SMS Recording Enabler for IP channels (for West VIPER, Emergitech)	\$1,995.00	1	\$1,995.00
CE-QF-271112	Quality Assurance "Word Factor" option (May Help to Identify Candidate Calls for Evaluation; US English only, Experimental/Free) Quality Assurance "Word Factor" option (May Help to Identify Candidate Calls for Evaluation; US English only, Experimental/Free)	50.00	1	50.00
		Subtotal:		\$29,327.80

Professional Services & Extended Warranty		Price	Qty	Ext. Price
	The package below includes installation and support of recording solutions at the primary and backup site.*This assumes both sites will be installed on the same single trip from Goserco.			
CG-SVC-Implementation Pkg	Comprehensive installation package: includes all project management, installation, configuration, testing, all travel time and expenses, and 1st year support 24x7 Comprehensive installation package: includes all project management, installation, configuration, testing, all travel time, expenses, and 1st year support 24x7	\$21,100.00	1	\$21,100.00
	Extended Warranty			

Quote #009033 v2



Phone: 480-864-8911

Email: sandrews@goserco.com

Web: www.goserco.com

Professional Services & Extended Warranty		Price	Qty	Ext. Price
CG-EWP-Silver+	EWP: Silver+ 24X7 EWP contract: 24X7 emergency response, unlimited remote access/phone support, Depot parts/labor with shipping, Refresher training. Remote access required. Terms and conditions are shown on EWP contract. <u>"Terms and conditions are shown on EWP contract attached here to as Exhibit "C" and incorporated herein by reference."</u> Acceptance of customer equipment not covered prior to the Contract Start Date by a New Machine Warranty or Maintenance Contract will be subject to the equipment being in sound functional condition as of the Contract Start Date. All necessary repairs as of the inception of this Contract will be subject to charges based on Goserco's current Time and Materials basis.	\$13,185.98	4	\$52,743.92
		Subtotal:		\$73,843.92

Backup NexLog Hardware		Price	Qty	Ext. Price
CE-740-NexLog740	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager, and 1st year warranty.	\$6,524.89	1	\$6,524.89
	Record boards-Analog card used for 18- 911 trunks			
CE-AUD-105284-024	24-Channel Analog Card, 24 Ch. Licenses	\$4,896.73	1	\$4,896.73
	24-Channel Analog Card, 24 Ch. Licenses			
CE-CBL-264242-003	9 ft. Connector Cable for Analog or Digital PBX card	\$75.08	1	\$75.08
	9 ft. Connector Cable for Analog or Digital PBX card			
	Display Options			
CE-740-FP-105301	Integrated Front Panel with 7" Touchscreen NexLog740	\$1,056.88	1	\$1,056.88
	Removable Archive Options			
CE-740-AD-105321	Equip with 1 Multi-Drive for DVD-RAM (standard)	\$0.00	1	\$0.00

Quote #009033 v2



Phone: 480-964-8911

Email: sandrews@goserco.com

Web: www.goserco.com

Backup NexLog Hardware		Price	Qty	Ext. Price
	Internal Storage Options			
CE-740-ST-105314	Upgrade to 4 x 1TB Hot Swap h/w-RAID5 = 3TB storage	\$2,350.43	1	\$2,350.43
	Rack Slide Options			
CE-740-RM-324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	\$293.80	1	\$293.80
		Subtotal:		\$15,197.81

Backup Eventide NexLog Software		Price	Qty	Ext. Price
CE-SW-271083	MediaWorks PLUS: Concurrent Access for 8 Users	\$812.04	1	\$812.04
CE-SW-271109	Eventide SSL Enabler option	\$0.00	1	\$0.00
	Eventide SSL Enabler option			
	PSAP Controller Integrations			
CE-PSAP-271139	Eventide Interface license for VIPER 911 IP/SPAN Recording-OPEN MARKET ITEM	\$2,495.00	1	\$2,495.00
CE-INT-209029	NENA ANI/ALI CAD Spill Integration or SMDR	\$2,852.34	1	\$2,852.34
	NENA ANI/ALI CAD Spill Integration or SMDR			
CE-INT-271171	SMS Recording Enabler for IP channels (for West VIPER, Emergitech)	\$1,615.95	1	\$1,615.95
	SMS Recording Enabler for IP channels (for West VIPER, Emergitech)			
	VoIP-12 VIPER positions and 12 avtec radio channels			
CE-VIN-271052	Internal IP Recorder with First 8 G.711 Channels	\$3,468.51	1	\$3,468.51
CE-VIN-271035	Add-on License Pack (Internal IP Recorder) with 8 Channel Licenses for G.711	\$938.54	2	\$1,877.08
CE-INT-209157	Metadata Integration for Dispatch, RoIP, and Other Systems	\$2,852.34	1	\$2,852.34
	Metadata Integration for Dispatch, RoIP, and Other Systems			
		Subtotal:		\$15,973.26

Quote #009033 v2



Phone: 480-964-8911

Email: sandrews@goserco.com

Web: www.goserco.com

Eventide logging recorder Primary and Backup-Avtec IP integration-3-17-70-2565D cmas

Quote Information:

Quote #: 009033
 Version: 2
 Delivery Date: 06/10/2019
 Expiration Date: 07/31/2019

Prepared for:

The City of Napa - Napa Central Dispatch
 770 Jackson St
 Napa, CA 94559
 Lauri Ziebarth
 lziebarth@cityofnapa.org
 707-257-9270

Prepared by:

Goserco HQ
 Shaun Andrews
 480-964-8911 x 5117
 Fax 480-964-8912
 sandrews@goserco.com



Quote Summary		Amount
Primary site Eventide NexLog Hardware		\$20,998.18
Primary site Eventide NexLog Software		\$29,327.80
Professional Services & Extended Warranty		\$73,843.92
Backup NexLog Hardware		\$15,197.81
Backup Eventide NexLog Software		\$15,973.26
Subtotal		\$155,340.97
Tax		\$2,714.71
Total		\$158,055.68

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

EXHIBIT "C"

EXTENDED WARRANTY

EXTENDED WARRANTY PLAN
FOR VOICE LOGGING RECORDER
LEVEL – (Depot / Remote 7X365) **SILVER+**

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911



For technical support: tech.support@goserco.com

Goserco, Inc. offers the following contract and conditions for extended warranty protection for, and covered services performed on, the listed equipment* installed at CUSTOMER. All parties agree to abide by the terms specified by this contract.

CONTRACT PERIOD

Coverage under this contract begins at 12:01 am DATE, and terminates at 11:59 pm DATE.

THIS CONTRACT PROVIDES FOR THE FOLLOWING

1. Support via e-mail (tech.support@goserco.com), telephone support, remote access, 24 hours a day, 365 days per year., and depot repair services. Only calls or voicemails left on the on-call technical support personnel phone will be considered an emergency. Emails or voicemails left on the main GOSERCO service line are NOT considered to be an emergency and will be responded to the next business day. Emergency calls are defined as a degraded recorder server (not including workstations), with 2 or more channels that are not recording or an inability to play back valid recordings.
2. Response to requests for technical support or service received between 8:00am - 5:00pm (local time) Monday through Friday, excluding holidays. Response to emergency calls (as defined above) 24-hours per day, 365 days per year. Calls for technical support or service received during appropriate hours will be handled via telephone and/or remote access first - if it is determined by technical support personnel that depot repair services will be required, it will be arranged accordingly. Ground Shipping is included. Customer must provide appropriate packaging to prevent damage to equipment during shipping.
3. Emergency shipping (typically second-day air) is considered necessary (and covered) only when two or more channels are not recording. Please note that if any failure to record is determined to be due to some other factor besides the recording equipment (i.e. radio problem, phone problem, etc.) any shipping charges incurred will become billable.
4. Parts and ground shipping – please note that due to great variation in customer environments, only two DVD-RAM drives (if installed in the system) per contract year are covered. Additional drives will be replaced at actual cost, with no labor charge. Also, please note that coverage for parts is contingent upon specific environmental and other requirements being met (please see terms and conditions).
5. Manufacturer recommended or required recording application updates (service packs, hotfixes, etc.). In general, recording application updates will be performed via remote access. If updates require upgrading clients, this service is to be performed by the customer. In the event that a manufacturer releases a no-cost version upgrade of recording application software, such upgrades will be delivered (for the customer to install, performed remotely, or installed via depot repair services (excluding shipping and handling for upgrade media).
6. This contract provides coverage for the voice logging recorder only. Peripherals (i.e. reproducer workstations, label printers, UPS equipment, Client workstations, etc.) are not covered, unless specified and agreed upon by both parties, and specifically listed on the following page.
7. "Refresher", or system training for new personnel, via remote access, provided up to twice annually (1 hr. each), if requested.

TERMS AND CONDITIONS OF THIS CONTRACT

1. This is an annual contract. This contract is to be billed and prepaid on or before the date of commencement, and billed each subsequent year until cancellation by either party.
2. All requests for technical support or service must include direct call back contact information. Customers must indicate, in writing, the person(s) authorized to call for service, and person(s) authorized to receive administrative system passwords, if such security is desired. Otherwise, by signing this agreement, customer agrees and authorizes that any calling party from their facility may receive such services or information.
3. For systems equipped with DVD-RAM drives, Panasonic DVD-RAM media is the only supported media. Requests for service related to archiving may be delayed if not using supported media.

**EXTENDED WARRANTY PLAN
FOR VOICE LOGGING RECORDER
LEVEL – (Depot / Remote 7X365) SILVER+**

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911



For technical support: tech.support@goserco.com

4. Voice logging recorder **must be connected** to appropriate power from an **Uninterruptible Power Supply (UPS) at all times**. Absence of, or lack of appropriate maintenance of, appropriate UPS power will void coverage of voice logging recorder under this contract.
5. Remote access to voice logging recorder is required. This can be via dial-up, or Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status. Goserco is not responsible for any delay due to holdup in establishing remote access to the system. The customer is responsible for providing all remote access site-specific details and any special remote access client software (when required). In the event that remote access is only granted on a case-by-case, or temporary basis, the customer is responsible for establishing the readiness (connecting phone line, enabling remote access, etc.).
6. Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.
7. Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.

THIS CONTRACT DOES NOT PROVIDE FOR

1. Service requests for non-emergency services (i.e. scheduled upgrades, client software issues, minor repairs, adjustments, training, etc.) outside of 8:00am - 5:00pm (Arizona time) Monday through Friday – after hours, weekends, or Goserco-observed holidays are outside the scope of this contract.
2. Connection or repair of any telephone adapters (logger patches) and associated wiring, or feed source wiring.
3. Relocating, adding record channels, and/or moving of recorder equipment or installation of additional clients.
4. Repairs due to any power problem, or acts of Nature (i.e., power surge, fire, floods, lighting strikes, etc.) - all service requests that result from any power problem, or an act of nature, will be billable at applicable rates. Additionally, any damage due to power problems or acts of nature voids the parts warranty protection.
5. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.
6. Any internal networking configuration, problems, or modifications that may affect the recording system (such as restrictive domain policies), or the ability of remote clients to connect properly to the voice logging recorder.
7. Windows Updates and virus protection – these are the responsibility of customers with Windows-based systems. Both require manufacturer approval (and specific exclusions in some cases) via Goserco, Inc. prior to application.
8. Hardware upgrades or release-level software version upgrades in recording application software.

***LISTED EQUIPMENT**

MAKE	MODEL	SERIAL NUMBER	COMMENTS	AMOUNT
TAX				
TOTAL				

Goserco, Inc. Today's Date Authorized Signature	Kit Rico DATE	Customer Today's Date Authorized Signature	CUSTOMER
--	------------------	---	----------