

AGREEMENT TO FURNISH CONSULTING SERVICES

This Agreement is made and entered into this 15th day of March, 2005 by and between the City of Redlands, a municipal corporation (hereinafter City) and Porter Lee Corporation, hereinafter (Consultant).

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby retains Consultant to perform professional consulting services relating to software installation, setup, training, deployment and documentation ("Services").
- 1.2 The Services shall be performed by Consultant in a professional manner and Consultant represents that it has the skill and professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services which Consultant shall perform are more particularly described in Consultant's proposal to City dated February 7, 2005, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.
- 2.2 Consultant shall comply with applicable Federal, State and local laws in connection with its performance of the Services including, but not limited to, applicable State Labor Code requirements and the State's Fair Employment and Housing Act.
- 2.3 Consultant agrees that all performance requirements attached hereto as Exhibit "D" shall be met without the purchase of additional software, hardware or services not outlined in Exhibit "A".

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant, in a timely manner, complete and accurate information in City's possession that is relevant to the performance of the Services.
- 3.2 City will provide Consultant with access to City-owned property as required by Consultant to perform the Services.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 Consultant shall complete the Services by May 1, 2005, in accordance with the performance schedule attached hereto as Exhibit "B." The parties agree that time is of the essence in Consultant's performance of the Services.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed \$22,665.85. A breakdown of this fee is shown on Exhibit "C." Additional fees for extra work, if any, to be computed and paid as provided in Exhibit "E" of this Agreement.
- 5.2 Consultant shall bill City within ten days following the end of each month by submitting an invoice indicating the portion of the Services performed, who performed the Services and the cost of such Services, including backup documentation. Payments by City to Consultant shall be made within thirty (30) days after receipt and approval of Consultant's invoice, by warrant payable to Consultant.
- 5.3 All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

City

Cletus Hyman, Deputy Chief
Redlands Police Department
P.O. Box 3005
Redlands, CA 92373

Consultant

Porter Lee Corporation, Inc.
Attn: Tim Smith, President
1072 S. Roselle Road
Schaumburg, IL 60193

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 Consultant's Insurance to be Primary

All insurance required by this Agreement shall be maintained by Consultant during the term of this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of the Services. All insurance

policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

6.2 Workers Compensation and Employers Liability

- A. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the term of this Agreement in amounts which meet statutory requirements with an insurance carrier acceptable to City.
- B. City and Consultant expressly waive all rights to subrogation, each against the other, their respective elected officials, officers and employees for losses arising from the Services performed under this Agreement. Consultant expressly waives Consultant's immunity for injuries to Consultant's employees and agrees that the obligation to indemnify and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the parties. This waiver shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.

6.3 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate for public liability, property damage and personal injury is required. Consultant shall obtain an endorsement that City shall be named as an additional insured.

6.4 Business Auto Liability Insurance. Consultant shall have business auto liability coverage with minimum limits of one million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's performance of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Consultant shall obtain an endorsement that City shall be named as an additional insured.

6.5 Hold Harmless and Indemnification. Consultant shall indemnify and hold harmless City, its elected officials, officers and employees from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorneys' fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of, or in connection with, Consultant's negligent and/or intentionally wrongful acts or omissions in performing the Services, but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its elected officials, officers and employees or agents.

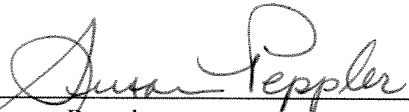
ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.
- 7.2 All documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant pursuant to this Agreement shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents and any use of incomplete documents will be at City's sole risk.
- 7.3 Consultant is for all purposes an independent contractor. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or in behalf of, City.
- 7.4 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- 7.5 This Agreement may be terminated by either party, without cause, by providing seven (7) days prior written notice to the other party (delivered by certified mail, return receipt requested).
- 7.6 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 7.7 If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but no amount shall be allowed for anticipated profit or unperformed Services, and any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any adjudged default by Consultant.
- 7.8 Upon receipt of a termination notice from City, Consultant shall discontinue all Services and provided City has fulfilled all of its financial obligations under this Agreement except those in dispute, deliver or otherwise make available to City copies (in both hard copy and electronic form, where applicable) of any data, design calculations, drawings, specifications, reports, summaries and such other information and documents that have been prepared or assembled by Consultant in performing the Services.
- 7.9 Consultant shall maintain books evidencing payroll costs and all expenses associated with the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.

- 7.10 This Agreement, including the exhibits incorporated herein by reference, represents the entire agreement of the parties as to the matters contained herein, and any prior negotiations, proposals and agreements relating to the subject matter hereof are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by the City Council of City and Consultant.
- 7.11 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Susan Peppler
Mayor

PORTER LEE CORPORATION.

By: 
Mike Evans
Vice President

ATTEST:

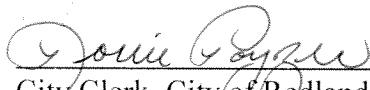

City Clerk, City of Redlands

EXHIBIT "A"

Equipment

Item #	Item	Description	Qty	Unit Cost	Cost
1	Crime Fighter BEAST Evidence Tracking Software	Software License fee. Remote stations for viewing / printing case reports only are free.	1	\$4,500.00	\$4,500.00
2	Crime Fighter BEAST Evidence Tracking workstation software	Provides for 3 additional BEAST Workstation	3	\$1,000.00	\$3,000.00
3	Symantec PC Anywhere	Remote Access for Help Desk and Technical Support	1	\$200.00	\$200.00
4	Bar code printer	Zebra TLP2844 Thermal Transfer Printer	4	\$650.00	\$2,600.00
5	Bar code scanner	LS4004 1d bar code scanner	1	\$710.00	\$710.00
6	Joint bar code printer/scanner cable	Cable which allows for bar code printer and scanner to be on one computer serial port	1	\$100.00	\$100.00
7	Printer Cable	DB9 Serial Cable for Printer hook-up	3	\$15.00	\$45.00
8	Ribbons	4" Resin ribbons for Zebra printer.	4	\$12.50	\$50.00
9	Labels	Bar code label stock for Zebra printer. 4 X 5 500 per roll	3	\$43.00	\$129.00
10	Labels	Bar code label stock for Zebra printer. Standard 1,500 labels per roll	1	\$43.00	\$43.00
11	Palm Pilot 1800 portable computer with laser unit.	Allows for remote inventory	1	\$1,200.00	\$1,200.00
12	Software for remote inventory.	Allows for remote inventory, downloading and printing of inventory reports.	1	\$1,000.00	\$1,000.00
13	Palm Pilot dock	Holds the Palm Pilot. Includes Interface Cable & Power Supply.	1	\$150.00	\$150.00
TOTAL Software & Equipment					\$13,727.00

Services

1	Annual Software Support	Support includes the help Desk, program updates and news letter	1	\$1,275.00	\$1,275.00
2	Data Conversion	Convert existing data into the BEAST	1	\$3,000.00	\$3,000.00
3	Installation & Training	Onsite installation and training to be provided to Property custodian. Additional trainees may require additional time	3	\$1,200.00	\$3,600.00
TOTAL Services					\$7,875.00
TAX (Software & Equipment)					\$1,063.84
TOTAL					\$22,665.84

Quoted By: Tony Pisani
Date: 02/07/05
Valid For: 90 Days

Porter Lee Corporation
1072 S. Roselle Rd
Schaumburg, IL
(847) 985-2060

EXHIBIT "B"

PERFORMANCE SCHEDULE

<u>DATES</u>	<u>RESPONSIBILITY</u>	<u>TASKS</u>
3-16-05 to 3-18-05	City	Issue purchase order.
3-28-05 to 4-1-05	City /Consultant	Establish link between evidence server and Porter Lee Corporation.
4-4-05 to 4-8-05	Consultant	Install and configure BEAST Server Software remotely.
4-8-05 to 4-22-05	Consultant	Convert Dole system data for testing and training.
4-25-05 to 4-29-05	Consultant	Install and configure BEAST Workstation Software.
4-25-05 to 4-29-05	Consultant	Install, configure and test bar code printers and scanners.
4-25-05 to 4-29-05	Consultant	Configure and test all system components and hardware. Including: security.
4-25-05 to 4-29-05	Consultant	Train personnel on evidence processing, input and data retrieval.
4-25-05 to 4-29-05	Consultant	Train personnel on evidence tracking process and reports.
4-25-05 to 4-29-05	Consultant	Train personnel on administrative and maintenance.
4-25-05 to 4-29-05	Consultant / City	Go Live with system. Download all Dole System data for final conversion.
4-25-05 to 4-29-05	Consultant / City	Install and test converted Dole System data.
4-25-05 to 4-29-05	City	Test and system for final acceptance.

EXHIBIT "C"

PAYMENT FOR SERVICES

Software

\$3,850 upon signature of contract.

\$3,850 upon final acceptance of system.

Hardware

\$3,013 upon signing of contract.

\$3,014 upon installation, testing and final acceptance.

Data Conversion

\$3,000 invoiced upon integration of converted data into the BEAST system, testing and final acceptance.

Installation & Training

\$1,800 upon software installation.

\$1,800 after conclusion of training.

Annual software Support

\$1,275 upon final acceptance of system.

Sales Tax

7.75% Sales tax to be paid on applicable purchases at time of payment.

Total of Payments

\$22,665.84 (Including Sales Tax)

EXHIBIT “D”

PERFORMANCE REQUIREMENTS

Consultant agrees that all performance requirements will be met without the purchase of additional software or services.

- One BEAST workstation with bar code scanning capability.
- Three BEAST workstations for evidence processing.
- Installation and configuration of BEAST software.
- Compatibility with Microsoft Windows 2000/2003 server operating system.
- Compatibility with Microsoft SQL 7 or higher database.
- Conversion of current Dole Evidence System data to allow for the search, retrieval and printing of currently entered evidence through the BEAST system.
- Unlimited client software for retrieval of information from BEAST system.
- User defined security levels may be applied at individual or group user levels.
- Ability to search by any entered field..
- Ability to print bar codes at each workstation.
- Ability to conduct remote inventory through use of Palm Pilot with bar code reader.
- Ability to print Management and Statistical reports.
- Case number – minimum of nine (9) digit.
- Crime type – minimum of six (6) digit.
- Training of a personnel to act as trainers in the end user functions of the BEAST system.
- Training of evidence section personnel in the property and evidence handling functions of the BEAST system.
- Training of appropriate personnel in the administration of the BEAST system.

EXHIBIT “E”

CONSULTANT’S RATE OF PAY SCHEDULE

Custom Programming	\$150.00 per hour
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