RESOLUTION #17-28

RESOLUTION APPOINTING COMPUTER CONSULTING SERVICES FOR THE CITY OF WOODBURY POLICE DEPARTMENT

WHEREAS, there exists a need for the appointment of a Computer Consultant for the City of Woodbury Police Department for the year 2017; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised.

WHEREAS, this appointment and/or contract was advertised and is hereby awarded pursuant to a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4 et seq., with the award of the contract and/or the appointment being in the best interest and the most advantageous to the City of Woodbury considering all factors.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that **All Covered IT Services** be and is hereby appointed Computer Consultant for the City of Woodbury Police Department, commencing January 1, 2017 for a term of one (1) year terminating on December 31, 2017; and

BE IT FURTHER RESOLVED that a contract be entered into with the above appointee, in the form attached hereto, and such contract be awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because the aforesaid agreement encompasses professional services recognized, licensed and regulated by law, and is of a nature where it is not possible to obtain competitive bids and is hereby awarded under a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

BE IT FURTHER RESOLVED that a notice of this resolution shall be published in the South Jersey Times as required by law within ten (10) days of its passage.

ADOPTED at the annual meeting of the Mayor and City Council of the City of Woodbury held January 3, 2017.

DAVID TROVATO
President of Council

ATTEST: _____
ROY A. DUFFIELD
Clerk

Recorded vote:
Ayes (8): Swanson, McIlvaine, Johnson, Fleming, Parker, Reddin, Carter, Trovato
Nays, Abstentions: none
Absent (1): Tierney

CITY OF WOODBURY
CERTIFICATION AS TO THE AVAILABILITY OF FUNDS
CHIEF FINANCIAL OFFICER

I CERTIFY AS CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

All Covered

FOR: Professional Contract - Temporary budget portion until budget adoption
IT Services (Police) - All Covered

				Not-to-exceed
RESOLUTION #	17-28	1/3/2017	AMOUNT: $	5,000.00
ORDINANCE #				

THAT FUNDS ARE AVAILABLE, AS OF THE DATE OF THIS RESOLUTION, FROM THE FOLLOWING:

		Amounts Funded
TEMPORARY BUDGET APPROPRIATION:	7-01-25-240-226	$ 5,000.00

ADOPTED BUDGET APPROPRIATION:

DEDICATION BY RIDER:

RESERVE FOR FEDERAL & STATE GRANT:

CAPITAL ORDINANCE:

Dated: January 3, 2017

_____
ROBERT LAW
CHIEF FINANCIAL OFFICER

All Covered ◼

IT SERVICES FROM KONICA MINOLTA

All Covered Care
Proposal
and
Schedule of Services
for

The City of Woodbury Police

January 17, 2017

● KONICA MINOLTA

BENEFITS OF THE ALL COVERED SOLUTION

All Covered Care (ACC) is designed to increase each client's return on technology investments by creating and supporting a stable and secure IT infrastructure, tuned to the client's business needs. Through a strong partnership with the client, the All Covered team delivers proactive and preventive PC, Network and Server management, troubleshooting and user support, backed by documentation and planning. All Covered also offers a range of Cloud Server, Hosting, Security and Application Development services.

Experience has shown that regularly scheduled management of systems and networks will substantially reduce the frequency and severity of the common problems that jeopardize the stability, security, and performance of an organization's IT environment.

ACC is delivered through a combination of remote and on-site services.

- **Proactive Services and Preventive Support.** These services are based on a proven methodology that will help the IT environment run smoothly and prevent many problems before they affect computer or network performance. The services are performed primarily via secure remote connections.
- **Monitoring and Reactive Support.** Support initiated by the client or All Covered that provides response to active issues. Troubleshooting and problem-solving are provided on-site if appropriate. The managed environment is monitored 24 hours a day.
- **End-user Support.** This addresses day-to-day end-user problems primarily through remote diagnostics and telephone support.

All Covered Care Engagement Plan
For The City of Woodbury Police

ONGOING SUPPORT

- The All Covered team will manage the network, servers, computers and technology infrastructure based on a comprehensive support plan.
- Proactive management of the systems helps to avoid problems that would otherwise interfere with day-to-day operations.
- End user problems are addressed promptly and the systems are monitored continuously to ensure rapid response to emerging issues.
- All Covered manages escalations to your telecom service providers, hardware vendors, software vendors and application providers.
- Upon request, All Covered will act as support-liaison for end-user to initiate a support call to Line of Business support provider and request support on behalf of end-user and direct vendor support provider to work directly with end-user to resolve issue.

SERVICE DEFINITIONS

All Covered implements the All Covered Care services according to the following definitions. Actual services to be delivered to the client are identified in the Schedule of Services section.

Server Management

- Inventory of computer hardware, software and network devices.
- Windows Event Log management to proactively detect and resolve emerging problems
- Disk space management.
- Automatic deployment of approved Microsoft patches as approved via All Covered's patch management policy.
- Automatic virus definition updates and real-time scanning to protect against virus infections.
- Regular cleaning of temporary folders and files.
- Password resets for the supported servers, server applications and services.
- Remote server management may require a server to be taken off-line or rebooted, which will be done during pre-approved support windows or with express permission.
- Implementation of new upgrades to the operating system or applications may incur additional charges.

Server Monitoring

- 24/7 remote monitoring of network connectivity, key Windows Services and significant events in the Windows Event Logs.
- Monitoring alert validation, notification, remediation, and escalation services from a multi-tier and fully redundant Network Operations Center.
- Monitoring of disk space thresholds. Should file storage requirements exceed the limitations of the server, additional fees may be incurred to expand the storage. Data removal, if necessary, will be the responsibility of the client.
- Access to on-demand trend reports for connectivity, CPU utilization, memory utilization and disk space utilization.
- Response to all validated alerts to provide for expedited resolution of incidents.
- Real-time access to client-facing monitoring portal.

Network Devices

- Monitor network connectivity to supported Firewalls, Routers, and Managed Switches.
- Manage and remediate incidents related to supported network devices covered under contract, including firewalls, routers, and managed switches. Additional fees may be incurred for replacement of equipment or upgrades.

4

- Manage firewall rules and built-in security services.

End User Computers

- Inventory of computer hardware, software and network devices.
- Support for connectivity to servers, printers and the Internet.
- Supported Workstation Operating Systems
  - Automatic deployment of Microsoft patches as approved via All Covered's desktop patch policy.
  - Management and updates of included virus and malware protection software.
  - Removal of temporary folders and files from detected hard drives.

Mobile Devices

- Support corporate network connectivity and email synchronization for phones and tablets running Windows Mobile, Blackberry, iOS or Android operating systems.

Remote Offices and Workers

- Provide support for remote office connectivity at the locations stated in the client's Agreement. Additional charges may be incurred for providing on-site services to remote locations and users.

File Directory and Print Services

- Monitor data storage thresholds and establish user directories for file management.
- Establish network printers and provide user access to these printers.

Hosted Email Filtering

- Filtering of suspected spam and viruses
- Web portal for user review of filtered and quarantined items

User Resources

- Create, modify and delete as requested by client: user accounts and passwords, file and printer shares, user rights, mailboxes, aliases, and distribution lists.
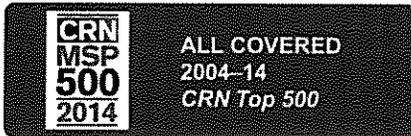
Data Backup

- Monitor and support automated backup of data. This backup routine will be configured and scheduled as determined by the Client and All Covered's Engineering Team.

SERVICES NOT INCLUDED

- Services not specifically defined in this agreement are excluded from it, such as, but not limited to the following. These services may be available as separately billed projects.
  - Programming and Line of business application support
  - Software and hardware upgrades, cabling

- o Home or private network troubleshooting
- o Audio/visual support (projectors, TVs, etc.)
- o New application, computer, or peripheral installations

- All Covered does not provide hardware repair and recommends clients use warranty or vendor repair services.

CRN MSP 500 2014
ALL COVERED
2004–14
CRN Top 500

501
ALL COVERED
2009–15
TOP 100 MSPS

ALL COVERED
2013-4
TOP 100 Cloud Services Provider

SYSTEM REQUIREMENTS

The full and effective operation of All Covered's service delivery tools and processes depend on the following system requirements being met. Requirements that are not met may affect system stability and the ability for All Covered to resolve issues promptly.

- Client must have at least one server and no server can be used as end-user device. Servers must be from a major brand (Dell, Cisco, HP, IBM or Lenovo), be under current manufacturer hardware warranty or manufacturer hardware maintenance contract and have at least 4GB of memory. Hardware Management Cards for Servers must be installed.
- A firewall from a major brand (Cisco, Dell SonicWall or Fortinet) must be installed and must be under manufacturer warranty and/or have relevant support contracts. A static IP address is required for the firewall.
- PCs must be configured using a Microsoft Domain or Apple Network, and have at least 2GB of memory.
- The supported systems are currently as follows.
  - Servers
    - Microsoft Windows Server 2008 or later
    - Microsoft Small Business Server 2008 or late
    - Microsoft Essential Business Server 2008 or later
    - Microsoft Exchange 2007 or later
    - Microsoft SQL 2005 or later
    - Microsoft SharePoint 2007 or later
    - Blackberry Enterprise Server
    - Apple Server 10.5 and later
  - Computers
    - Microsoft Windows 7 or later
    - Apple Mac OS 10.5 or later
    - Microsoft Office 2007 or later and Office 2008 for Mac or later
  - Mobile Devices
    - Apple iOS; Microsoft Windows Mobile; Android; Blackberry.
- Support will not be provided for any Operating Systems which are beyond the manufacturer's published End of Support date.
- Cabling must be Category 5E or higher and be properly grounded and bonded.
- Suitable power surge protection must be installed for all critical systems.
- UPS backup power must provide adequate time for all servers to be safely shut down.
- Room temperature must be maintained for servers and network devices according to manufacturers' specifications.
- All the client's servers and computers must be covered under this Schedule of Services agreement unless specifically agreed to therein.

CLIENT REQUIREMENTS

Client agrees to:

- Follow safe browsing and safe email procedures. No anti-virus solution is foolproof and the client's systems are not guaranteed to be 100% virus free by using this service.
- Provide remote access to all supported devices to allow technical issues to be resolved.
- Notify All Covered via Service Ticket twenty four (24) hours or more prior to any significant proposed device changes for non-system down issues to allow All Covered to review prior to any changes occurring.
- Own genuine user or device licenses for every operating system and application installed and to maintain records of all software media with CD-keys, serial numbers and unlock codes.
- Own valid maintenance contracts for all software and devices and to designate All Covered as an authorized agent of client under those contracts.
- Maintain 3rd party software support contracts for all line-of-business applications to address end-user support, updates and upgrades, or to maintain expertise internally by client staff.
- Designate a primary point of contact or contacts to interact with the Help Desk to avoid multiple tickets being generated for the same issue and to perform simple, guided on-site tasks.
- Plan for the upgrade of any device, operating system or application that is scheduled to become end-of-support by its manufacturer; whether or not covered under this Schedule of Services.

SERVICE LEVEL OBJECTIVES

All Covered will use commercially reasonable efforts to maintain satisfactory uptime and availability for all supported devices and to respond and escalate all reactive support according to the processes identified below. System availability may be affected by reasons beyond All Covered's control including:

- Defects and malfunctions of or client changes to devices, operating systems or applications
- Reprioritization of tasks by the client
- Problems resulting from actions or inactions of the client contrary to All Covered's reasonable recommendations
- Loss of power or Internet connectivity.

SUPPORT RESPONSE PROCESSES

For each selected service, All Covered will perform reactive services in accordance with its problem prioritization, management and escalation processes. A service ticket in All Covered's systems will be used to track and document each service level incident.

Clients may request support by phone, e-mail or the All Covered client portal. The following is a list of service delivery procedures by source of their request:

- Phone: Used to report high impact incidents. Incidents reported by phone are addressed immediately.
- E-mail: Used to report medium and low impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.
- Portal: Used to report non-critical incidents that do not require immediate attention. Incidents submitted through the client portal are assigned to an engineer within one business day.
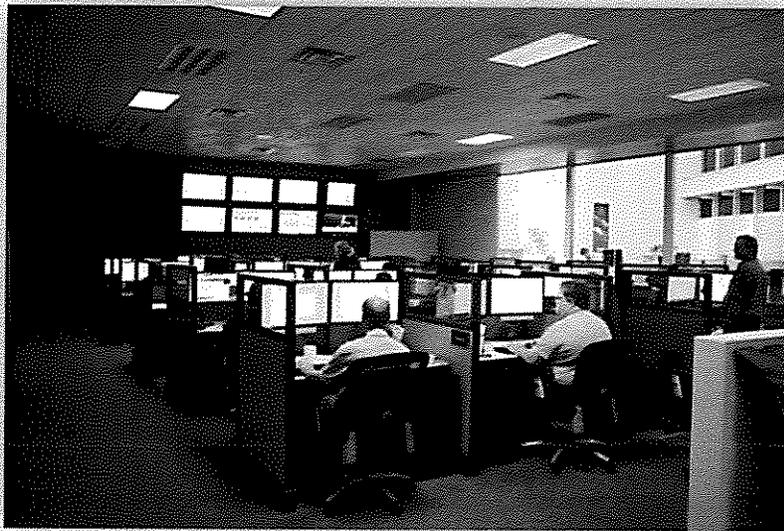
SCHEDULE OF SERVICES FOR ALL COVERED CARE

Effective Date:

January 1, 2017

Supported Location: 1
With: Network Remote Monitoring and Network Incident Remediation

Unified Management for the following environment
Computers: 21, including:
  • Asset inventory
  • Virus Protection*
  • Online Threat Protection*
  • Hosted Email Protection*
  • OpenDNS On Net and Off Net
  • Windows Patching

Client Owned Servers: 7
including:
  • Asset inventory
  • Virus Protection*
  • Windows Patching
  • Remote 24 x 7 server monitoring
  • Server incident remote remediation

Help Desk and Remote Support
21 Users
Standard Hours for Help Desk and Remote Support are Monday through Friday, 7 a.m. to 7 p.m., in the time zones of supported locations, excluding public holidays
See www.allcovered.com/holidays for a list of public holidays for the purposes of this Statement of Work
During Standard Help Desk and Remote Support Hours
  • Included
Outside of Standard Help Desk and Remote Support Hours
  • $230 per hour, in 15 minute increments

On-site Support
Standard Hours for On-Site Support are Monday through Friday, 8 a.m. to 6 p.m., in the time zones of supported locations, excluding public holidays
See www.allcovered.com/holidays for a list of public holidays for the purposes of this Statement of Work
During Standard On-Site Support Hours
  • Included, as deemed necessary by All Covered Engineering for problem resolution of covered incidents. For customer requested on-site support, $155 per hour, in 15 minute increments, minimum half an hour, plus one-way travel time, minimum half an hour

Outside of Standard On-Site Support Hours
  • $230 per hour, in 15 minute increments, minimum two hours, plus round trip travel time, minimum one hour
Labor rates for project work may differ from these rates based on the nature of the work

Included Services
  • Guidebook documentation; Itemized monthly billing; Secure Client Portal
  • Management of escalations to telecommunications and software providers
  • Procurement Services; Assistance with hardware & software purchasing
      Leasing and Finance Programs available

Monthly Fee of: $1,210
All prices are exclusive of any applicable sales or use taxes, and shipping costs.
Fee assumes that Client equipment is under manufacturer warranty or maintenance contract.
See www.allcovered.com/terms for additional terms of service.
See www.allcovered.com/holidays for a list of public holidays for the purposes of this Schedule.

Additional Fee Details:
  • Monthly support fee for each additional computer: $40
  • Monthly support fee for each additional server: $200
  • Remote work beyond scope of this Schedule: $155 per hour between 7 a.m. and 7 p.m., local time Mon-Fri, $230 outside of these hours & on public holidays.

Transition Process

All Covered will provide additional support through the early phases of contract, as the Client's environment is documented, monitoring systems are deployed and Client specific support procedures are put in the place

The transition process includes the following:
• **Presentation of All Covered support procedures including Client Portal training**

• **Preparation of Guidebook**
  ○ Gaining access to the environment
  ○ Network, computer and device inventory
  ○ Agreement and expectations around escalation paths and processes
  ○ Documenting support windows
  ○ Establishing and programming of remote monitoring thresholds
• **Infrastructure inspection**
  ○ Information technology assets
  ○ Network Security
• **Set-up**
  ○ Email spam control and antivirus as required

○ Installation of any backup devices and remote monitoring agents

* No anti-virus solutions are foolproof. In tandem with All Covered's anti-virus services, Client should implement its own set of best practices, including safe browsing and email procedures. Additional charges may apply for the recovery of devices from virus infections if the need is significantly higher than anticipated in these Contract Documents.

TERMS AND CONDITIONS OF SERVICE

1. Term and Termination: (a) The initial term of this Schedule of Services shall commence on the Effective Date and terminate after one (1) year.   If the Schedule is terminated early due to non-payment of fees or Client's cancellation of services for any reason other than for cause, Client agrees to pay a lump sum termination fee equal to the monthly fee multiplied by the number of months remaining for the term. As used herein, 'cause' shall mean a material breach of any obligation in this Schedule, which remains uncured thirty (30) days after written notice thereof.

(b) Either party may terminate this Schedule for cause if the other party fails to cure a material breach of any obligation set forth therein within thirty (30) days after written notice of such breach. Termination is not an exclusive remedy and the exercise by either party of such remedy shall be without prejudice to any other available legal or equitable remedies. Sections 3(b) (Warranty Disclaimer), 4 (Liquidated Damages), 5 (Limitation of Liability), 6 (Confidential and Proprietary Information) and 7-13 (general terms) shall survive any expiration or termination of this Schedule.

2. Fees and Payment: (a) Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. All Covered may invoice in advance for any recurring service. Client shall be responsible for all applicable taxes arising from the services.   All Covered may suspend service if Client has failed to pay any undisputed invoice within thirty (30) days of receipt. Unpaid invoices will be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law.

(b) All Covered reserves the right to adjust the fees if (i) the supported environment materially changes, such as a change in the number of end users, workstations, servers, network elements supported, warranty or hardware maintenance coverage or other changes in the IT infrastructure, or (ii) the level of support required by the client changes. All Covered anticipates that its costs for providing services will increase annually. Accordingly, All Covered reserves the right to increase its fees on the anniversary date of this Schedule. All Covered shall provide at least thirty (30) days prior notice of any fee increases. All Covered reserves the right to charge Client for the time utilized in the development of quotes for hardware or software not ultimately purchased through All Covered at the then-current hourly rate for contracted clients.

3. Limited Warranty: (a) All Covered warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. All Covered's sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for All Covered to re-perform any deficient services, or, if All Covered is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. All Covered shall have no obligation with respect to a warranty claim (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.

(b) THIS SECTION 3 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY ALL COVERED. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY ALL COVERED. CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

4. LIQUIDATED DAMAGES FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, neither party shall retain the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment.) Client and All Covered agree that any breach of the foregoing obligation would result in harm to the other party and that the amount of legal damages would be difficult to determine. Accordingly, Client and All Covered agree that for each such employee or ex-employee retained in breach of this Section 4, the party in breach shall pay to the non-breaching party the sum of Fifty Thousand Dollars ($50,000) as liquidated damages. Client and All Covered acknowledge and agree that such liquidated damages constitute a reasonable estimate of the damages that would accrue to the non-breaching party and do not constitute a penalty. This provision shall not apply to individuals responding to a general advertisement of employment.

5. LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. ALL COVERED SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE.

(B) IN NO EVENT SHALL THE AMOUNT EITHER PARTY MAY RECOVER UNDER ANY SCHEDULE EXCEED IN THE AGGREGATE (AND NOT PER OCCURRENCE) THE TOTAL PAYMENTS MADE BY CLIENT TO ALL COVERED IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

(C) THE LIMITATIONS SET FORTH IN THIS SECTION 5 SHALL NOT APPLY TO PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY.

6. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by All Covered shall be deemed Confidential Information and proprietary information of All Covered without any marking or further designation. Client may use such information solely for its own internal business purposes. All Covered shall retain all rights to the aforementioned, which shall be returned to All Covered upon termination of the applicable Schedule. (c) All Covered shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

7. Independent Contractor: All Covered and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

8. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

13

9. Disputes; Governing Law; Arbitration; Attorney's Fees: New Jersey law, without regard to its conflict of laws principles, shall govern and enforce this Schedule. Any legal action between the parties arising out of or related to this Schedule shall be adjudicated by binding arbitration by the Judicial Arbitration and Mediation Services in New Jersey in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

10. Complete Understanding; Modification: This Schedule, as well as any applicable terms of service posted at www.allcovered.com/terms, shall constitute the full and complete understanding and agreement between Client and All Covered and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

11. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Schedule shall continue in full force and effect.

12. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

13. Notices: Any notice or communication required or permitted to be given under this Schedule shall be in writing and addressed to All Covered, Attn. Legal Counsel, 1051 E. Hillsdale Blvd., Suite 510, Foster City, CA 94404 and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

14. Counterparts: This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

By executing this Schedule of Services, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

Client: City of Woodbury Police Department

Signature: _Jessica M. Floyd_
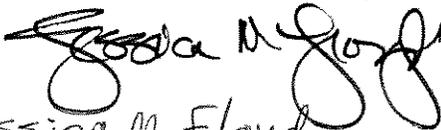
Name: Jessica M. Floyd

Title: Mayor

Date: 1/20/17

All Covered
Signature:

Name: John DiLullo
Title: Managing Director
Date: 1-17-17