



AGENDA
Committee on Ways and Means
Thursday, May 10, 2018 @ 8:00 a.m.
Council Conference Room, City Hall

Councilmember Jody Washington, Chair
Councilmember Kathie Dunbar, Vice Chair
Councilmember Carol Wood, Member

1. Call to Order

2. Minutes

- March 22, 2018
- April 26, 2018

3. Public Comment on Agenda Items

4. Discussion/Action:

- A.) RESOLUTION – Appointment; Tricia G. Kinley; Member of the Income Tax Board of Review; Term to Expire June 30, 2022**
- B.) Sole Source Purchase; LPD request for NC4 Public Sector LLC – NC4 Street Smart Software Real Time Software**
- C.) Sole Source Purchase; Economic Development & Planning request for Edge Partnerships to be the vendor for Parking Services Office Branding, Public Relations & Marketing Services**
- D.) RESOLUTION - Claim Settlement; Workers Compensation Claim #WC2062876-00867**

5. Pending

6. Other

7. Adjourn



DATE May 10, 2018

[illegible]



MINUTES

**Committee on Ways and Means
Thursday, March 22, 2018 @ 9:45 a.m.
10th Floor Conference Room, City Hall**

CALL TO ORDER

The meeting was called to order at 9:45 a.m.

ROLL CALL

Council Member Jody Washington, Chair

Council Member Kathie Dunbar, Vice Chairperson – arrived at 9:52 a.m. left at 11:04 a.m.

Council Member Carol Wood, Member

OTHERS PRESENT

Sherrie Boak, Council Staff

Eric Brewer, Council Internal Auditor

Angie Bennett, Finance Director

Denis Prisk, LPD

Linda Sanchez- Gazella, HR Director

Jim Smierkta, City Attorney

Mindy Biladeau, Downtown Lansing, Inc.

Brett Kaschinske, Parks and Recreation Director

Nick Tate, Chief Labor Negotiator

Greg Venker, Assistant City Attorney

Lynne Meade, Teamsters 243

Judith Filice

Kathy Miles

Elaine Womboldt

Sean Hammond

Steve Maloney

Teresa Frassetto

Denise Estee

Minutes

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM JANUARY 25, 2018 AS PRESENTED. MOTION CARRIED 2-0.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM FEBRUARY 22, 2018 AS PRESENTED. MOTION CARRIED 2-0.

Public Comment

No public comment at this time.

Discussion/Action

RESOLUTION – Grant; Michigan Economic Development Corporation Grant

Ms. Biladeau confirmed this was a grant for \$50,000 with no City match for phase 2 of the Way Finding signs. In addition to these funds the CDBG has committed \$25,000. This will be put towards nine (9) pedestrian kiosks specifically, she added. Council Member Wood asked if the Downtown Lansing Inc. budget would be requesting additional funds for way finding signs that would tie to this phase. Ms. Biladeau confirmed there would be a request in the budget for the way finding signs, but not this phase.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT FOR MICHIGAN ECONOMIC DEVELOPMENT CORPORATION. MOTION CARRIED 2-0.

RESOLUTION – MNRTF Ratification of the Notice of Consideration

Mr. Kaschinske informed the Committee that the MNRTF requires notification to the public for public comment on the five (5) MNRTF grants on the agenda. This resolution is to set that consideration. Council Member Wood asked if the five (5) projects were in the Master Plan. Mr. Kaschinske confirmed that the land acquisition grants, agenda items C. D. and G. were called out in the Master Plan. Goal one in the Master Plan is to acquire land, even the parcels were not listed specifically. Mr. Kaschinske continued that agenda item E., for the River Trail connection of Cambridge and France Park River Trail is mentioned in the Master Plan specifically on page 71 and 73. Lastly, the Agenda item F. that speaks to the walking trail in Rudolph and Dorothy Wilson Park is goal 5 of the Master Plan. When applying for all five (5) of the grants, Mr. Kaschinske stated the State verified they would all qualify.

Mr. Smiertka explained that this resolution was needed because the MNRTF and DNR requires a public meeting for public comment, and a notice of consideration was published March 21, 2018 for the March 26th Council meeting. Council Member Wood clarified for the public that this public comment is the effect of the resolution that the Committee of the Whole passed March 12, 2018.

Mr. Hammond spoke in support of the grant for the path through Rudolph and Dorothy Wilson Park, noting for the Committee that there currently is no path.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION ON THE RATIFICATION OF THE NOTICE OF CONSIDERATION FOR THE MNRTF GRANTS. MOTION CARRIED 3-0.

RESOLUTION – Grant; Authorizing Michigan Natural Resources Trust Fund (MNRTF) Acquisition of Willard Avenue Parcel 33-01-01-27-426-001

Mr. Kaschinske stated this property acquisition would be blended with Scott Woods park, and square up the property. There are no plans for recreational amenities on this parcel because Scott Woods already has those. This parcel will also now provide a connection to the Hawk Island County Park.

Council Member Wood asked if confirmation of paid taxes is done prior to any of these land acquisitions. Mr. Kaschinske confirmed, and Mr. Venker added that there have been ongoing discussions with the owner who is interested in selling.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT FOR THE MNRTF FUNDING FOR THE ACQUISITION OF WILLARD AVENUE PARCEL 33-01-01-27-426-001 FOR \$5,800.00.

Mr. Kaschinske was asked to provide Council with the amount currently in the land acquisition account.

MOTION CARRIED 3-0.

RESOLUTION – Grant; Authorizing Michigan Natural Resources Trust Fund (MNRTF) for Acquisition of 4000 Hunter's Ridge Drive, Parcel 23-50-40-25-451-022

Mr. Kaschinske noted this property currently has an easement providing access to the property, but with acquiring it, it will make it one larger public parcel at 100 acres. He confirmed there had been a house there in the past, but it was damaged by a fire, and completely demolished and removed. The Assessing records reflect its new site of vacant land. Council Member Dunbar asked for confirmation that the basement was complete removed, at which Mr. Kaschinske confirmed.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT FOR THE MNRTF FUNDING FOR THE ACQUISITION OF 4000 HUNTER'S RIDGE DRIVE PARCEL 23-50-40-25-451-022. MOTION CARRIED 3-0.

RESOLUTION – Grant; Authorizing Michigan Natural Resources Trust Fund (MNRTF) Grant Funding to develop the River Trail connection of Cambridge Road to Frances Park River Trail

Mr. Kaschinske detailed the future plans for this trail connection, because currently the trail ends at the road. This will now go up Cambridge, to Waverly, south to Jolly creating a connector. Council Member Washington asked about the funds, which Mr. Kaschinske confirmed it would be from the millage, and it will also be eligible for County wide millage. They are trying to match the County millage against the DNR trust funds, to limit the subsidy from the Lansing Parks millage. Council Member Wood asked if the County millage was broken out by new projects and rehabilitation projects. Mr. Kaschinske confirmed but stated it was not broken down by new trails vs other new projects. They separate out when ranking them however. Council Member Wood then asked what the County grants were used for last time the City got the funds. Mr. Kaschinske stated they were for new projects including the Fenner path, the kayak launches and the bank stabilization repair. Council Member Washington asked if the City did get awarded County funds what would that lessen the funds from the City. It was stated that the City currently gets \$2 million in County funds, and it is estimated at \$800,000 of that is for CIP and maintenance. Lastly Council Member Wood asked the width of the trail and if it would be cleared in the winter, at which Mr. Kaschinske confirmed it would be cleared and it is 10' wide.

Ms. Felice, on behalf of Friends of Francis Park, spoke in support of the project and stated her opinion that the project is a matter of safety and aesthetics.

MOTION BY COUNCIL MEMBER DUNBAR TO APPROVE THE RESOLUTION FOR THE GRANT FOR THE MNRTF FUNDING TO DEVELOP THE RIVER TRAIL CONNECTION OF CAMBRIDGE ROAD TO FRANCES PARK RIVER TRAIL. MOTION CARRIED 3-0.

RESOLUTION – Grant; Authorizing Michigan Natural Resources Trust Fund (MNRTF) Grant Funding to develop a one mile walking path within the Rudolph and Dorothy Wilson Park

Mr. Kaschinske reminded the Committee that this park was the former West Side park, then provided details on the project which is a 1-mile loop adjacent to the GM properties where

Saginaw Street comes together. It will be an 8' path on an interior park, will not be maintained in the winter unless all other plowing was completed, and is supported by the neighborhood. The trail will run adjacent to the cell tower location which is along the tree line that separates the two parks. Council Member Wood asked if there were any funds provided for the project by the cell tower carrier. Mr. Kaschinske stated that each cell tower contract is different, and there is a resolution as to how cell tower funds can be spent.

Mr. Hammond spoke again in support of the project which he believed would be an upgrade to what is there now.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT FOR THE MNRTF FUNDING TO DEVELOP A ONE MILE WALKING PATH WITHIN THE RUDOLPH AND DOROTHY WILSON PARK. MOTION CARRIED 3-0.

RESOLUTION – Grant; Authorizing Michigan Natural Resources Trust Fund (MNRTF) Grant Funding to acquire Wise Road Parcel 33-01-05-06-202-021

Mr. Kaschinske noted this is an acquisition of half acre parcel and will extend Davis Park, making it contiguous, and creating a buffer between the baseball field and the residences. Council Member Dunbar asked about the parcel with the home on it currently surrounded by the park. Mr. Kaschinske stated he could look into it.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT FOR THE MNRTF FUNDING TO ACQUIRE WISE ROAD PARCEL 33-01-05-06-202-021. MOTION CARRIED 3-0.

RESOLUTION – Grant; FY17 Technology Innovation for Public Safety (TIPS) Grant

Mr. Prisk informed the Committee that the grant for TIPS is awarded under the Department of Justice, under the JAG Assistance Grants, and it is a technology grant used for the public safety. The grant is \$453,000 for goods and services in the purchase of the program NC4I a computer sharing of crime analysis with response at all levels. The program is designed to increase shared information with the intent to allow for conclusions faster. This program will allow live streaming data. Mr. Prisk confirmed for the Committee that it is a 2-year grant, awarded for the years of 2017 – 2019, however they already anticipate asking for an extension, but they will not know that until they are 90 days in. The technology has been vetted through the City IT department for compatibility, and they are on board to install into the current laptops and cellular phones. The department has also reached out to 911, who is also on board. Council Member Wood asked what other agencies were currently using the program. Mr. Prisk acknowledged he did not have any reviews from other agencies but will get that for the Committee. Council Member Wood asked if there was a maintenance cost, and who would cover that. Mr. Prisk stated there is an annual maintenance cost of \$30,430, and the first 3 years are paid for by the grant. The IT department is aware of the maintenance and legacy costs for maintenance fees, so in the 2021 FY budget the City will have to budget for it. The City IT department will be doing the in-house maintenance, so the City will only have to pay the fee if the system fails, which is \$88,897 at \$332,228 for the first 3 years, with a \$0 City match. Council Member Wood asked Mr. Prisk to provide details on the company and their products when he comes back for the Sole Source.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT FOR FY17 TECHNOLOGY INNOVATION FOR PUBLIC SAFETY (TIPS). MOTION CARRIED 3-0.

UPDATE – Teamsters 580 Retiree Healthcare Coverage; HR Director

The document from the Mayor, dated March 21, 2018, was distributed to the group present.

Mr. Smiertka started the discussion by outlining the document and charge that was given. There were two issues; 1) a claim that the retirees from Teamsters 580 between 2003-2007 are entitled to a level of health care that was in existence at the time, and 2) the application of a 1% cap on retirees on the premium they pay. After many Ways and Means meetings, letters to the claimant, and denying the claims, the City Attorney provided an opinion. With the new Administration on board, the Committee on Ways and Means once again asked for a revaluation, and to report back in 60 days. The Human Resource Director was in consultation with the Administration, and City Attorney, who then in turn consulted with the Finance Director, Chief Labor Negotiator and the Administration. Ms. Sanchez-Gazella acknowledge she took the charge from the Committee and reviewed everything and work with Law and Finance for background and supporting documents. They took their findings to the Mayor who made his final decision. Mr. Smiertka pointed out to the Committee that from the legal perspective and the Mayor's decision both reflects the State agencies where case law states, unless specific in a CBA that there is a promise of life time benefits, the benefits do not go past termination of the CBA. It is to the interpretation of the contract and no promise for a life time and the language summary is that a retiree follows active employees. Mr. Tate noted that there are three (3) case laws out recently that if the language is unambiguous you can look no further. In the 2003-2017, the CBA states they are covered by the same insurance as the active employees. Most recently a case with the Supreme Court determined that if have unambiguous language, they look no further. There were even cases in the 6th Circuit Court that wrestled with that distinction, and both prior cases settled. Mr. Smiertka added to Mr. Tate's explanation that if they do not find it in the CBA, and a CBA is treated like another contract, if the language expires, it ends. Council Member Washington asked where the "tie-bar" date came from and how would that affect. Ms. Bennett answered the question by stating that the letter issued in 2010 was that they discovered at that point that many health care changes that should have occurred after the 2003-2007 CBA did not happen, so they initiated those changes. The date of February, 2004 was used because in 2004 that was the start of the health care effective date, so they believed that was the date to be feasible. Council Member Wood asked how that would divide the coverages for the retirees. Ms. Bennett again stated it was because to came to light in 2010 and reflected back to February, 2004, which at the time was the start date of the health plan.

Council Member Wood aske Mr. Smiertka why the opinion from the former City Attorney was different than this opinion, noting if it would have been acted on then, the court decisions that were referenced earlier, would not occurred. Mr. Smiertka stated that the opinion was an Attorney/Client Privileged opinion to the Mayor at the time, and that Mayor chose not to act on it. If he would have acted on it, Mr. Smiertka continued, it could not have been changed now and those new cases would not affect it.

Council Member Wood then asked if there had been any discussion with the Mayor that if the retirees were to agree from this point forward they would receive benefits as the others who were affected, that they would not have to be a pay back to the City and it would only affect what they would have to pay in. Mr. Smiertka answered that he cannot talk about any discussions he had with the Mayor. Mr. Tate confirmed he did not have any discussion with the Mayor on that subject, as did Ms. Sanchez-Gazella. Ms. Bennett stated her only discussion was about the CBA. Council Member Washington asked if the Union was at the table when the tie bar date was agreed to conditions. Ms. Bennett stated the CBA are agreed by both parties. Ms. Meade informed the Committee that the Union was not at table when the unilateral date

was determined. Ms. Bennett corrected her earlier statement, clarifying the union was at the table when they talked about retirees following actives.

Council Member Wood asked Ms. Meade for her interpretation on "follow actives". Ms. Meade explained it means the eligible retirees will follow actives, going back to 1984, and what it meant was that they were not going to offer retirees less than what the actives were offered. It had nothing to do with the how they were going to pay for it. Mr. Smiertka stated to the Committee they were charged to look at 2003-2007, not others because there are so many variables in other CBA's.

Mr. Brewer asked Mr. Tate to explain the CBA and the benefit statement in letter where it stated they are not taking any other information. Mr. Tate referenced those statements made because of the Supreme and Circuit Court cases. If there is no language in the CBA that says it does not extend beyond CBA. There is an understanding other pieces out there but per the court cases, they cannot look any further. Mr. Smiertka also answered Mr. Brewer that there is another piece involved which is the opinion when dealing with CBA's, unless they find a life time promise, it terminates with the CBA.

Ms. Estee spoke to the Committee clarifying that it was not just about her, but about 98 retirees from 2004-2010, then noted she had no comments on Mayor's letter. She then moved onto her contract page 25, which was effective 2/20/2006, where she noted it was a promise of lifetime benefits. Ms. Estee then referenced the actuarial reports to the City that say "for the life of the retiree". She added that if there was no validity to the issue or claim, it wouldn't have made it for 5 years.

Council Member Washington stepped away from the meeting at 11:02 a.m.

Ms. Estee stated she had provided two questions, the first being the language which made the determination that affected her, and the second question she had was why the City discriminated against the contract she references.

Council Member Washington returned to the meeting at 11:04 a.m., and Council Member Dunbar left the meeting at 11:04 a.m.

Ms. Estee spoke briefly on the pending item on the agenda and her frustration with the previous administration

Ms. Womboldt spoke in support of the Teamsters retirees and their request, and opposition to the memo and attachments that was distributed.

Ms. Miles spoke in opposition to the decision from the Administration.

Mr. Maloney asked for a discussion on his concern with the "1 % cap" for retirees and the that decision. Ms. Bennett clarified to Mr. Maloney that the "1% cap" applies to the premium sharing plan that is in place and follows the actives. It does not apply if the retiree chose to buy up to a better plan. It only applies to the City base plan offered, which is also explained in the union contracts. Ms. Meade confirmed the language in the CBA is that the "1% cap" applies to the base plan only, and there are two bases; PHP and Blue Cross. Ms. Meade added that she could not recall if the union agreed to which ever plan was cheapest and that was the base for 1%. Regarding the concern with the 2010 determination to go back to 2004, Ms. Meade assured the retirees that the Union was not at the table for that determination.

Council Member Washington stated her opposition to the opinion that was provided from the Administration, Law and Finance, and then stated what was written in the final paragraph from Mayor Schor, "I am bound by the law presented to me and the clear statements of the City's obligation contained in the CBA's. Therefore, I consider the proper and responsible course of action for my administration is to follow the opinions of the Finance Director, City Attorney and Chief Labor Negotiator on these issues. I therefore, will not recommend a change in practice regarding Teamsters 580 healthcare administration." With that, Council Member Washington informed the public, Committees and retirees that Council's hands are tied because they cannot tell the Mayor what to do in the contracts, and as they had hoped there would be a different outcome, there is nothing more Council can do.

Ms. Estee referenced the City's actuarials, alleging false information was provided. She then provided the HR Director with a document that stated her determination on how she believed she had been discriminated against. Lastly, she acknowledged the Committee for their five (5) years of work on the claims she brought to their attention.

Council Member Wood spoke in opposition to the decision that was made by the Mayor, Law and the Finance Director. She, as Council Member Washington had, hoped there would be a different outcome to rectify it for the retirees. She then advised Ms. Meade in the future to make sure, when doing the CBA, that they are written to not penalize people in the future.

Committee apologized to the retirees for not the solution that would make the retirees whole.

PENDING

- Report from Internal Auditor and City Attorney on Retiree Reimbursement

Council Member Wood acknowledge that the Committee would never receive the information for the Internal Auditor to do a report, so asked Council Member Washington to remove it from the agenda. Council Member Washington stricken the item from the agenda.

OTHER

Ms. Meade acknowledged the Committee for their work on the issue.

ADJOURN

Adjourn at 11:29 a.m.

Submitted by,

Sherrie Boak, Recording Secretary

Lansing City Council

Approved by the Committee on _____



MINUTES
Committee on Ways and Means
Thursday, April 26, 2018 @ 8:00 a.m.
10th Floor Conference Room, City Hall

CALL TO ORDER

The meeting was called to order at 8:00 a.m.

ROLL CALL

Council Member Jody Washington, Chair
Council Member Kathie Dunbar, Vice Chairperson – excused
Council Member Carol Wood, Member

OTHERS PRESENT

Sherrie Boak, Council Staff
Eric Brewer, Council Internal Auditor- arrived at 8:05 a.m.
Angie Bennett, Finance Director- arrived at 8:02 a.m.
Brett Kaschinske, Parks and Recreation Director
Mike Tobin, Emergency Management
Greg Venker, Assistant City Attorney- arrived at 8:01 a.m.
Jim Smiertka, City Attorney- arrived at 8:01 a.m.
Lisa Hagen, Assistant City Attorney- arrived at 8:01 a.m.
Chelsea Coffey, Mayor Office - arrived at 8:10 a.m.
Kathy Miles

Minutes

Action on the minutes were moved to the next meeting.

Public Comment

No public comment at this time.

Discussion/Action

RESOLUTION- Grant Acceptance; Ingham County Trails and Parks Millage Funding

Mr. Kaschinske outlined the project and grants. All grants were accepted and those included three (3) canoe/kayak launches with the DNR grant, the Fenner Pathway extension which is located through Fenner Nature Center and the Evergreen Cemetery. This will create the only loop on the river trail. The bank stabilization project is at Washington Avenue near the BWL central sub-station, the Bridge CL-09 project is from Moores Park to Eckert power station, and the Bridge CL-21 is north of Crego Park and east of Aurelius Road, and will be a total bridge

replacement. The last item, the volunteer trail ambassador is a volunteer coordinated with the Friends of Regional Trails.

Council Member Wood asked if the bridge at Moores Park will be open for the benefit runs this year. Mr. Kaschinske stated that all the river trail runs are on the 2018 schedule, but most of this work will be done in 2019. Council Member Wood asked if the match funds will be in FY2018, FY2019 or FY2020. Mr. Kaschinske explained that it would depend on when the project hits the budget. There is currently \$420,000 in match funds in the budget and if the funds are needed, these funds will cover it. He then went on to state that with the canoe/kayak projects there will be \$0, with the Fenner Pathway there will be \$0, with the Volunteer Trail Ambassador there will be \$0, and if the match funds are needed with the bridge projects and the bank stabilization the funds are available. Council Member Wood asked how much of the funds came from the Ingham County Trail Millage and what is the City receiving. Mr. Kaschinske was not able to provide the amount but would provide to Council staff. Council Member Wood requested it so that Council could inform the public that the specific amount of funding was collected and a specific amount of funding was used on the trails. Mr. Kaschinske confirmed he would provide the information and added that 40% of the City is the County population and they contribute 27% of the \$5.3 million millage.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR THE INGHAM COUNTY TRAILS AND PARKS MILLAGE FUNDING. MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance for State Disaster Contingency Fund Pursuant to Section 19 of the Emergency Management Act and authorize the City of Lansing Emergency Management to Execute the Application for the Financial Assistance

Mr. Tobin acknowledged the Committee for their assistance in this urgent item and confirmed they were not made aware of the option until Friday, April 20th. Mr. Tobin noted that this was the first time the Governor has acted on this funding. Each municipality that was affected by the flooding, if a Federal Emergency is not granted, is eligible to apply for the \$100,000 grant if they meet all the parameters. The resolution is to appoint Mr. Tobin as the City of Lansing Emergency Management to be the point of contact for the application. He pointed out that there has not been an award yet from the State and no guarantee, but this resolution will allow him to file the application. He concluded that he is currently working on the figures with Finance and the application will be filed by May 11, 2018.

Council Member Wood asked that the resolution reflect 7:00 p.m. not “19:00 hours”. She then inquired into the reason for “\$200,000” in the resolution when the maximum request is \$100,000. Mr. Tobin confirmed that the City and BWL have incurred over \$200,000, so that is what was placed in the resolution to prove they exceed the \$100,000. The final exact amount will be noted in the application itself. Council Member Wood then asked if this authorization resolution covers all future applications in the future where there has been the same flooding emergency, and was informed it would not, they would be coming back to Council with every application seeking their approval for an authorized person.

Mr. Smiertka asked that the Committee consider adding “BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, and make necessary transfers for their administration in accordance with the requirements of the grantor.” to the resolution. The Committee agreed and also added “report to City Council” after “accounts, “.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE AUTHORIZATION OF THE CITY OF LANSING EMERGENCY MANAGEMENT TO EXECUTE THE APPLIATION FOR THE FINANCIAL ASSISTANCE UNDER THE STATE DISASTER CONTINEGENY FUND WITH THE ADDTION OF "BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, report to City Council, and make necessary transfers for their administration in accordance with the requirements of the grantor." AND THE CHANGE FROM 19:00 TO 7:00 P.M. MOTION CARRIED 2-0.

OTHER

No other topics of discussion.

ADJOURN

Adjourn at 8:17 a.m.

Submitted by,

Sherrie Boak, Recording Secretary

Lansing City Council

Approved by the Committee on _____

From: gruhndC flyfsoxvfrp
Sent: Z hgqhvgd|/Dsub#4/#534;#0=77#5P
To: Soxp p hu#P dub|q
Subject: R qdgh#Erup #/xep lwd#Dssdfdwlrq#ru#Dssrlwp hqw#r#Erdu#ru#Frp p lwlrq

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or Committee.

Certain boards, commissions or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

(Section Break)

Date	4/10/2018
First Name	Tricia
Middle	Gail
Last Name	Kinley
Other name(s) by which you have been known, including maiden names	Field not completed.
Date of Birth	3/9/1969
Address	2133 Moores River Drive
City	Lansing
State	MI
Zip Code	48910
Email	Tgkinley@yahoo.com

Gender	Email
Ward	4
Precinct	33 Moores River Drive
Best phone number to contact you	
Last 4 digits of social security number	
In what year did you move to Lansing?	2001
Additional information regarding experience and credentials	I spent over 16 years lobbying with a very heavy emphasis on Tax Policy.
Occupational Background	Government Affairs
Educational Background	B.A. in Political Science from Ohio University. 1991.
Please attach a resume if available	Tricia Kinley Resume 4 11 18.docx
First choice for board to serve on	Income Tax Board of Review
Second choice of a board to serve on	<i>Field not completed.</i>
Third choice of a board to serve on	<i>Field not completed.</i>
Fourth choice of a board to serve on	<i>Field not completed.</i>
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	As a career choice I spent approximately 16 years focused on tax policy and I enjoyed the challenge. I would be pleased to utilize my experience in a volunteer capacity to assist the city I live in.
Qualifications and Eligibility – At this time, if you do not meet one or	<i>Field not completed.</i>

more of the qualifications
or eligibility requirements
listed at the top, please
state here the requirement
to be met and explain
how you will be qualified
or eligible before you
would be sworn in to an
appointed office

Background Check
Authorization

I agree

Please type your name in
this box to signify that
you can serve on a board
or commission and the
information in this
application is accurate to
the best of your
knowledge

Tricia Gail Kinley

Date & Time

4/11/2018 6:45 PM

Email not displaying correctly? [View it in your browser.](#)

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Tricia G. Kinley of 2133 Moores River Drive, Lansing, MI 48910 as a At-Large Member of the Income Tax Board of Review for a term to expire June 30, 2022; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Tricia G. Kinley of 2133 Moores River Drive, Lansing, MI 48910 as a At-Large Member of the Income Tax Board of Review for a term to expire June 30, _____ ?

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: April 6, 2018
SUBJECT: Sole Source Purchase – NC4 Public Sector LLC

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department
Vendor: NC4 Public Sector LLC
Item Purchased: NC4 Street Smart Software Real Time Software

Dollar Amount: \$330,228.70 estimated

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

**CITY OF LANSING**

124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: NC4 PUBLIC SECTOR LLC
100 NO SEPULVEDA BLVD STE 200
EL SEGUNDO, CA 90245

PURCHASE ORDER

P.O. NUMBER	P085484
DATE	04/06/18
VENDOR I.D.	V010445
DELIVERY DATE	
FOB	Destination
REQUISITION NO	PR013737
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (310) 606-4309 FAX# (310) 606-4309

Page 1 of 1

DELIVER ITEMS TO:

LANSING POLICE - ADMINISTRATIVE SUPPORT
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

SEND INVOICE TO:

LANSING POLICE - ADMINISTRATIVE SUP
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	BASELINE NC4 STREET SMART SOFTWARE SETUP & CONNECTION TO 1 FEED.	1	EA	33,000.00	33,000.00
002	NC4 STREET SMART SOFTWARE LICENSE (ONE-TIME)	1	EA	112,280.00	112,280.00
003	YEAR 1 THRU YEAR 3 MAINTENANCE & SUPPORT	3	EA	29,192.67	87,578.01
004	YEAR 1 THRU YEAR 3 MANAGED SERVICES	1	EA	88,897.50	88,897.50
				TAX	0.00
THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:				TOTAL	321,755.51

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Chief of Staff

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: Feb. 13, 2018

SUBJECT: Sole Source – NC4 Public Sector

The Lansing Police Department requests that NC4 Public Sector of El Segundo, CA, be designated as a sole source vendor for NC4 Street Smart Software, real time crime analysis/response tool.

Please see the attached letter from Chief Mike Yankowski regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to NC4 Public Sector in the amount of \$ 330,228.70 per the request of the Lansing Police Department.

Attachment

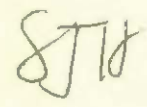
SLR

Date

2-21-18

Approved ☒ Denied ☐


Andy Schor, Mayor

Chief said there are updated
computers & equipment for cars.
He said there are only 2
vendors who do this, and this
one is ^{by} far ~~best~~ the
best 



Andy Schor, Mayor

Lansing Police Department

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4600

Fax: (517) 483-6003



Mike Yankowski, Chief

To: Stephanie Robinson, Purchasing Department, Senior Buyer
From: Mike Yankowski, Chief of Police
Subject: Sole Source Request-NC4 Street Smart™
Date: February 10, 2018

The Lansing Police Department has identified NC4 Street Smart™ as a comprehensive information sharing and real time crime analysis/response tool designed for effective communication and response by all levels within the department. The program is designed to increase criminal information sharing between officers working the same districts and across shifts with the idea that current intelligence will increase the department's ability to find successful conclusions faster. The program has a price of \$330,228.70. A breakdown of the costs is included in this Sole Source request.

When reviewing potential programs for use by the Lansing Police Department, several programs were reviewed as potential candidates. NC4 was sought after for multiple reasons to include the desired combination of real-time crime software which feeds directly to the line officer on patrol from off our existing data and surveillance cameras. It incorporates a communication component which allows all members of the department the ability to build call entries with usable information in a team oriented approach to crime fighting. Additionally, the software was selected because the price was within the acceptable amounts of the grant and, after some accompanying research, the successful results and department strategies of other agencies utilizing Street Smart™ were very much what the Lansing Police Department hopes to achieve. Similar programs researched through vendor contact, open source searches and institutional knowledge failed to meet the expectations and capabilities of the NC4 Street Smart™ program.

Some of the common issues encountered included a lack of a communication medium in the program, the duplication of software already in use, the cost of the programs, the limitation of programs only being able to analyze data and the limited or no capacity for additional data feeds.

"Capital City's Finest"



Andy Schor, Mayor

Lansing Police Department

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4600

Fax: (517) 483-6003



Mike Yankowski, Chief

It is the opinion of the Lansing Police Department that NC4 Street Smart™ has the potential to provide the real time crime response and additional technological capabilities to support the department as it moves forward in its policing efforts. Given the department's dedication to intelligence led policing strategies as well its focus on reducing crime, NC4 Street Smart™ is our choice as the right software for our officers, our analysts and our department as a whole.

Thank you for your assistance with this matter,

A handwritten signature in blue ink, appearing to read "Mike Yankowski", followed by the date "2-11-18".

Mike Yankowski,
Chief of Police



Andy Schor, Mayor

Lansing Police Department

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4600

Fax: (517) 483-6003



Mike Yankowski, Chief

Real Time Crime Analysis and Response Software	
Program	Inadequacy
Motorola Crime Reports Plus	Data analysis only-designed for agency and citizen info sharing
Motorola RTCC	Cost with needed features exceeds NC4 and is not accessible by entire organization (requires dedicated staff)
Smart Force	Operates on Sharepoint platform, not web based and does not allow for integration of multiple feeds. Data fed by users not managed. Broad focus outside crime
Geoshield	Predictive policing and data analysis only
Compstat	Data analysis only
Crime View (currently in use)	Data analysis only
Pred Pol	Predictive policing and data analysis only

NC4 Street Smart Pricing Quote

ACCOUNT NAME: LANSING POLICE DEPARTMENT

License Fees

- Upfront Setup Fees \$33,000.00
 - License for Agency \$117,040.00
- TOTAL LICENSE FEES \$150,040.00**

Annual Maintenance \$30,430.00

Total Due if Self-Hosted License

- +1st Year Maintenance \$180,470.40

MANAGED SERVICES* (OPTIONAL)

- One-time Setup Fee \$29,000.00
- Annual Managed Svcs - Yr1 \$19,000.00
- Annual Managed Svcs - Yr2 \$19,950.00
- Annual Managed Svcs - Yr3 \$20,947.50
- Incremental Managed Services Fees

*36 Month Contract Required, 5% annual increase

3 YEAR TOTAL COST OF OWNERSHIP NC4 STREET SMART

- Licenses \$150,040.00
- Maintenance \$91,291.20
- Managed Services \$88,897.50

Total Fees w/ Managed Services \$330,228.70

"Capital City's Finest"



January 10, 2018

Lansing Police Department
Lt. Robert Backus
120 West Michigan Avenue
Lansing, MI 48933

Dear Lt. Backus:

NC4 is happy to provide the following information to assist you in the preparation of a Sole Source Justification for our NC4 Street Smart™ solution. The NC4 Street Smart solution is a unique and proprietary Internet-based law enforcement application designed for officers and commanders in the field. It maximizes policing effectiveness with continuous updates of crime maps, bulletins, and the ability to share all relevant information quickly and providing patrol officers a daily-use tool for logging and quickly locating crime-related information and intelligence in real-time. The typical customers are city and county law enforcement agencies.

NC4 Street Smart leverages your existing CAD and RMS system as well as other existing data sources to greatly enhance the situational awareness of the officer and dramatically improve his/her analysis capability. Essentially NC4 Street Smart, in this context, improves intelligence analysis with the ability to integrate newly acquired on-scene information with existing information sources, fusing them in near real-time for dramatically improved awareness and intelligence. This cycle of leveraging RMS and other crime/criminal information sources traditionally is done with a "home office" intelligence analyst and can take hours or days to accomplish. NC4 Street Smart enables every officer to do this, in real-time dramatically compressing the crime-to-arrest cycle.

NC4 Street Smart makes your existing information immediately available including unstructured data such as the hundreds of bulletins that typically end up buried in emails and difficult to access. Using BLOG technology, officers are able to instantly share and discuss relevant incident information (location/suspect/evidence) across divisions and precincts.

This unique approach of leveraging existing systems and their data in near real-time and making this data immediately actionable at the field level eliminates the delays associated with typical law enforcement data systems and/or the dependence on specialized intelligence analysis teams.

NC4 Street Smart is currently deployed in several law enforcement agencies and has had a demonstrably positive impact on accelerating the crime to arrest cycle, getting criminals off the street and thus reducing crime in the cities that are using it.



Because NC4 Street Smart is a totally new and innovative approach to crime fighting, enabling the officer in the patrol car via Blogs and quick access to integrated data from multiple sources, to our knowledge, there is no direct competitive commercially available product or custom implementation that matches it.

NC4 is the sole owner of NC4 Street Smart software and has not authorized any third party to deliver maintenance or edit and modify the source code. Additionally, NC4 is the sole provider of the software.

If I can be of further assistance, please do not hesitate to contact me at (314) 258-0568.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert P. Wolf". The signature is fluid and cursive, with the first name "Robert" and last name "Wolf" being the most legible parts.

Robert Wolf
Vice-President, Public Sector

Microsoft Partner

2013 Partner of the Year Winner
Collaboration and Content

NC4 Street Smart®



Help your officers solve crimes faster with the easy-to-use tools of NC4 Street Smart™

Safer Streets! Safer Officers! Peace of Mind!

Equip your officers with the sophisticated technology and critical resources they need to fight crime with the NC4 Street Smart® solution. This state-of-the-art tool provides real-time data to keep your force up-to-speed, informed and most importantly, protected as they patrol our streets. Officer-driven to provide essential facts about incidents and crime patterns in your area, NC4 Street Smart goes above and beyond the standard CAD and RMS search by supplying up-to-the-minute data feeds, maps, blogs, bulletins and case management tools. Arm your squad with the collaborative and informative NC4 Street Smart solution that helps them protect their precincts and each other, enhancing their situational awareness and providing peace of mind to their families.

"Our information and intelligence to officers on the front lines increased by over 300% in the last year. This is undoubtedly the driving force behind a 9.8% drop in crime in 2013. NC4 Street Smart is helping us overcome the crime reduction plateaus that we faced with other forms of analysis and intel sharing. This technology is making Tampa's streets safer for our citizens and our officers!"



Chief Jane Castor (ret)
Tampa Police Department

Benefits Spotlight

NC4 Street Smart is the new standard in crime-fighting that delivers these benefits:

- Proven to reduce crime rates
- Common operating picture of structured vs. unstructured data lets officers solve crimes faster
- Purpose built to get information and intelligence to officers on the front lines
- Increases situational awareness of officers in the field
- Reduces officer workload
- Helps to make streets safer for citizens and officers, providing peace of mind
- Generates officer pride and improves morale by solving crimes faster and putting the bad guys in jail
- Further develops officers crime-fighting skills with the use of technology

Key Features

NC4 Street Smart provides real-time, responsive features such as:

- Crime-Fighting Blog
- Map Viewer
- Bulletin Management
- Case Management
- CAD Data
- Data Feeds
- Repeatable Controls

"Creating situational awareness is one of the most important benefits of the new system and software. The software is a huge benefit to our Officers in the field by not only increasing their awareness, but also helping them to connect the dots faster. Criminals won't have anywhere to hide in Bloomington."

Chief Mike Diekhoff
Bloomington Police
Department



View of the home page of the NC4 Street Smart solution.

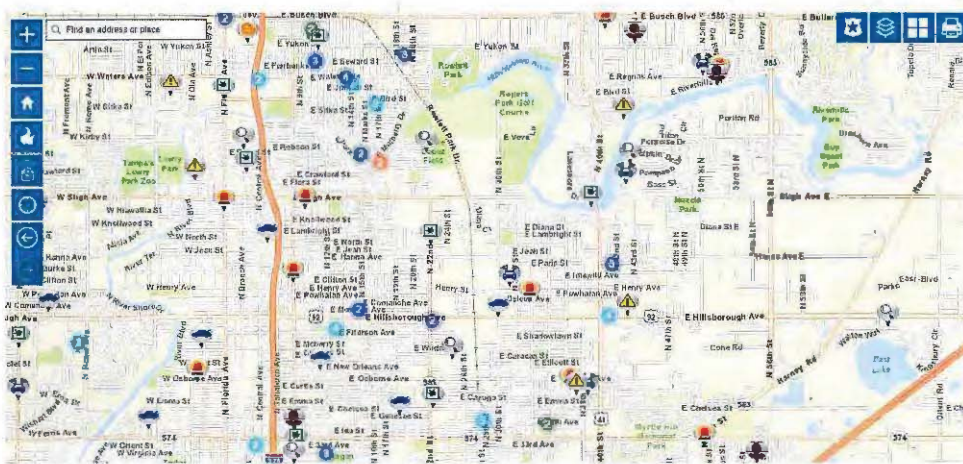
Crime-Fighting Blog

Are your officers working on a big case or facing an outbreak of similar crimes? The Crime-Fighting Blog lets them post original topics or contribute additional information to existing threads to help them collaborate and get answers. A hotbed for teamwork and critical thinking, the blog brings

information to an officer's attention instantly to increase communication and get cases solved.

Map Viewer

Tired of waiting days or weeks to piece together incidents and identify patterns? With the NC4 Street Smart Map Viewer, you know exactly where crimes and offenders are located in your area. Color-coded dots,



Map Viewer lets you instantly visualize the crime data in intuitive map-based views.



NC4 Street Smart arms police officers with critical real-time data as they patrol their streets. It allows officers to rapidly share information and to analyze data as needed to solve crimes faster.

customizable icons and time slice views let you organize and categorize information while our Esri-based map viewer leverages both commercial and organizational maps to ensure your data is 100% accurate every time. With the Map Viewer, officers can more effectively manage the goal of attacking emerging trends and crime patterns. Your officers will have the situational awareness they need to stay safe while patrolling the streets, providing peace of mind for their families and friends.

Bulletin Management

Our Bulletin Management system alerts your team to important action items and keeps tabs on offenders in your catalogue. The system houses real-time data in an easy-to-browse location where officers can immediately access facts and sort them by time and relevance. This feature allows officers to create, edit and view relevant bulletins such as:

- Crime Alert Bulletins

- Intelligence Bulletins
- Wanted Bulletins
- Officer Safety Bulletins
- External Bulletins from other agencies

Examples might be the notification of an escaped suspect, or a situation that could affect the safety of officers on patrol.

Case Management

Easily pass information from shift-to-shift and from cycle-to-cycle in real-time with this on-line notebook that provides consistency and continuity between units. From day-to-day and officer-to-officer, our Case Management system ensures that your case files are completely up-to-date until the crime is solved.

CAD Data

Our efficient CAD record system goes above and beyond traditional



NC4 Street Smart gives your officers critical data in an easy-to-use Bulletin Management System.

systems by increasing your squad's ability to:

- Evaluate records
- Determine record validity
- Qualify crimes

The confirmation of the CAD record is done through the Crime Validation Form, which also accounts for Intel and Street Check data types. We put all the information in front of your team to give officers the ability to capture important data, even if it doesn't correlate to a specific CAD record.

Optional Data Feeds

Collect, dissect and analyze the crucial data that allows your team to take action and reduce crime. Our data warehouse includes Offender/Juvenile/Home Detentions data feeds to help

officers focus a search on localized areas, saving them time and streamlining their investigation. Not only do these records include historical crimes of all known and career offenders in the area, but you can also personalize the solution by importing feeds that are specifically relevant to your agency. This gives officers a solid foundation when starting their investigation and puts them one step ahead. Each officer is their own zone analyst, no longer needing information hierarchies.

Repeatable Controls

Now you can research various elements of a crime scene with a click of a button. Repeatable Controls bring more efficiency by utilizing the following:

Grid Controls - Select geographical areas from a set of quadrants

Persons Control - Create profiles for, or identify individuals as, suspects, witnesses, known offenders, victims or associates

Vehicle Control - Search vehicle data

Property Control - Search property data

The NC4 Street Smart solution is proving it can make a difference in fighting crime as it happens. It is proven to reduce crime and it is improving the quality of life for officers through a cooperative relationship with citizens. If an officer does better on the streets, their moral improves, their family life improves and the community receives all the advantages that NC4 Street Smart provides.

More About NC4

NC4 delivers safety and security solutions for both business and government organizations. NC4 revolutionizes how organizations and communities collect, manage, share and disseminate information to reduce cyber threats, fight crime, mitigate risks and manage incidents. NC4 also provides cyber threat sharing solutions both through secure collaboration services and recently (via Soltra Edge®), through automated, structured, and standardized (STIX/TAXII) mechanisms.

NC4 solutions are used by private sector companies involved in financial services, high-tech, insurance, manufacturing, aerospace and defense, oil and gas, pharmaceuticals and healthcare, as well as other industries. In the public sector, NC4 solutions are used by federal, state and local agencies in homeland security, emergency management and law enforcement disciplines.

To learn more about how NC4 can benefit your organization, visit www.NC4.com or call 877-624-4999 | +1-310-606-4444.

REVOLUTIONIZING
SAFETY & SECURITY

 100 N. Sepulveda Blvd.
El Segundo, CA 90245
877-624-4999 | +310-606-4444
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NC4 STREET SMART® SOFTWARE LICENSE AND MANAGED SERVICES AGREEMENT

This NC4 Street Smart® Software License and Managed Services Agreement ("*Agreement*") is entered into as of the last date of signature on the signature page of this Agreement ("*Effective Date*") by and between NC4 Public Sector LLC, a Delaware limited liability company with its principal office located at 100 N. Sepulveda Blvd., Suite 200, El Segundo, CA 90245 ("NC4"), and the following:

Customer Name: Lansing Police Department ("Customer")
Address: 120 W Michigan Ave
Lansing, Michigan 48933

RECITALS

WHEREAS, NC4 is the owner of certain computer software programs, including its NC4 Street Smart® software application ("Software"), and also provides configuration, managed hosting and other services related to the Software;

WHEREAS, the Software enables law enforcement agencies to exchange information necessary for daily law enforcement activities by providing real time data which allows police officers to pinpoint crimes, patterns, and incidents, thus allowing for, among other things, more expeditious crime fighting;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs; and

WHEREAS, the Customer desires to engage NC4 to configure and provide a NC4 Street Smart Solution to meet Customer's particular needs, which Customer will then license from NC4 as further described herein.

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1. License Grant. Subject to the terms and conditions of this Agreement, NC4 hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, perpetual license, without the right to grant sublicenses, to use the object code only of the Software as configured by NC4 in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers. Civilian workers that are directly employed by Customer may also use the Solution. However, Customer will not provide any third party access to the Software or Solution without NC4's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution that NC4 may make pursuant to Services that Customer purchases from NC4. Until such time that Customer has fully paid all license and other fees due NC4, the term of the license shall be temporary and subject to termination by NC4 in accordance with Section 12 of this Agreement.

1.2 Restrictions on Use. Customer shall not, and shall not permit others to, without NC4's prior written consent: (i) exceed the number of permitted Sworn Officers set forth on Schedule A; (ii)

install the Software or Solution on any server or at any site other than those designated by Customer to NC4; (iii) distribute, rent, lease, assign or transfer the Software or Solution to any third party; or (iv) modify, customize, reverse engineer, reverse assemble or reverse compile the Software or Solution or any part thereof.

1.3 Use of Third-Party Software. Customer shall not use any third party software embedded in or otherwise provided with the Solution on a stand-alone basis or in any way other than as provided with the Solution. All third party software shall be used only in connection with the Solution and for no other use, and may be further subject to third party standard end user license agreements.

1.4 Copies. Customer may make and maintain a single copy of the Solution only as needed for reasonable ordinary archival and backup or disaster recovery procedures. All copies shall be subject to the terms and conditions of this Agreement and applicable copyright law, and all proprietary rights notices contained on the original Software shall be reproduced on or in any copies. No copies of the Software or Solution shall be provided to any third party without NC4's prior written consent.

2. Initial Set Up and Configuration Services. Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the Solution. NC4's standard initial set up includes: installation of the NC4 Street Smart Software and connection to one feed (e.g., computer aided dispatch (CAD), records management system (RMS), or offender data base), with a maximum of 24 person-hours allocated. If additional hours are required to connect to Customer's CAD, additional hours will be billed on a time-and-material basis at NC4's current professional services rates. In addition, if Customer desires additional feeds, configuration or customization, a Statement of Work will be entered into and additional fees will apply, as set forth in Section 3 below.

3. Professional Services and Statements of Work. If additional Services are requested of NC4 beyond the scope of the initial set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by NC4, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by NC4 on a "time and material" basis at the rates identified in the SOW.

4. Maintenance and Support. Annual maintenance and support fees must be kept current in order for Customer to receive the following maintenance and support Services from NC4, as well as the Managed Services set forth in Section 5.. NC4 may, in its sole discretion, discontinue both the maintenance and support and Managed Services if maintenance and support fees are not current. In such event, Customer will be required to move the Solution to its own servers as a self-hosted Solution.

4.1 Maintenance/Upgrades. Purchase of annual maintenance entitles Customer to "point release" updates (e.g., bug fixes, defect corrections, minor enhancements) ("Updates") to the Software, as well as version upgrades which may include major enhancements ("Upgrades"), for such Updates and Upgrades that become commercially available during the then-current maintenance term. NC4 will provide such Updates or Upgrades within ninety (90) days of Customer's request, or as otherwise agreed to in writing. NC4 standard maintenance and support does not cover customizations performed by or for Customer, except for problems in NC4's base Software code. In addition, NC4 standard maintenance and support does not include knowledge transfer, data migration, or training associated with Updates or Upgrades. If such Services are desired of NC4, they can be procured at NC4's then-current professional services fees, plus travel expenses, under a mutually agreed upon SOW.

4.2 Customer Support. NC4 will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at NC4's Customer Support Policy, attached hereto as Schedule B. Telephone support shall be available to not more than

three (3) named callers. NC4 support includes troubleshooting, basic usability and navigation assistance. Support shall not include installation of upgrades or modification or customization of upgrades, problems not attributable to the Software, or problems arising from Customer's actions to cause an error in the Software or Solution, which will be billed at NC4's then-current professional services rates. Customer agrees to provide NC4 access to production systems for purposes of customer support. NC4 standard support does not cover customer extensions and third party add-ons, except for problems in NC4's base Software code.

4.3 Maintenance and Support Term. Annual maintenance and support shall commence on the first to occur of: (i) date of installation of the Software/Solution, (ii) 90 days after receipt of Customer's order by NC4, or (iii) 90 days after execution of this Agreement.

4.4 Maintenance and Support Fees. NC4 will invoice Customer for the initial annual maintenance and support fees as set forth in Schedule A, and annually thereafter during the normal billing period nearest the anniversary of the initial annual maintenance and support date. Unless prepaid by Customer, any amounts stated on Schedule A for maintenance and support fees beyond the initial term, are stated for Customer's budget purposes only. NC4 reserves the right to change the maintenance and support fee at the end of the initial term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

5. Managed Hosting Services.

5.1 Managed Services. NC4 will provide managed hosting services to Customer to host the Software/Solution licensed hereunder ("Managed Services"), as set forth at Schedule A. NC4's Managed Services provide Customer with the necessary infrastructure to support Customer's NC4 Street Smart Solution in production. NC4 will be responsible for: providing, operating, maintaining and managing the servers and network; data center security; and backups to Customer's Solution and data. NC4 will also install, operate and manage the Street Smart Solution, the hardware and operating system, and the telecommunications facility necessary for hosting Customer's NC4 Street Smart Solution. NC4's base Managed Services do not include disaster recovery or high availability, but these options are available for an additional fee.

5.2 Disk/Storage Space. Purchase of NC4's standard Managed Hosting Services provides Customer with 200G of disk space. Additional disk space may be purchased from NC4 for an additional fee.

5.3 Data Protection. Customer acknowledges and agrees that access to the Solution is provided via the Internet, and NC4 does not guarantee the Services will be uninterrupted or error-free. NC4 shall not be responsible for actions of third parties that are outside of NC4's control. Customer is responsible to ensure adequate security for its end points. Customer is also responsible for managing the security of its authentication credentials for access to the Solution, authorizing access to the Solution, and promptly removing access for individuals who are no longer allowed or require access to the Solution. NC4 will not release any Customer Data to any third party without Customer's prior written consent, except where NC4 is required to do so pursuant to a subpoena, court order, or other legal, judicial or administrative proceedings, or otherwise required by law. In such event, NC4 will first provide reasonable prior notice to Customer to allow Customer to seek a protective order or other appropriate remedy.

5.4 Service Level Agreement. NC4 will provide the Managed Services in accordance with the Service Level Agreement attached hereto as Schedule B.

5.5 Condition for Provision of Managed Services. In order for Customer to receive the Managed Services, maintenance and support fees must be kept current. If the Managed Services are discontinued, Customer will be required to move the Solution to its own servers as a self-hosted Solution.

6. Fees and Payment Terms.

6.1 Payment Terms. Fees for the Initial Term of the Agreement are set forth in Schedule A. Fees for Services for any renewal term ("Renewal Term") will be provided by NC4 to Customer prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to NC4 all fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW or similar document, within thirty (30) days of the NC4 invoice date. NC4 may charge a service fee on late payments of the lesser of 1.5% per month or the highest rate allowable under applicable law. Unless otherwise instructed by Customer in writing, NC4 shall send all invoices to the address specified at the introduction paragraph of this Agreement.

6.2 Expenses. Customer shall reimburse NC4 for reasonable travel, administrative, and out-of-pocket expenses incurred while performing services hereunder. Such expenses are not included in any estimate in a statement of work unless expressly itemized.

6.3 Cancellation or Rescheduling of Meetings or Travel by Customer. If meetings are rescheduled or cancelled by Customer after NC4 travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to NC4, Customer is responsible for payment of eight (8) consulting hours plus any incurred travel expenses.

6.4 Interest. NC4 may charge a service fee on late payments of the lesser of 2% per month or the highest rate allowable under law.

6.5 Taxes. All fees and charges set forth herein or in any statement of work are exclusive of any sales, use, excise, value-added, or similar taxes, and exclusive of any duties or fees payable on the delivery of the Solution, unless otherwise stated in writing. Any such taxes (except taxes based on NC4's income), duties, or fees shall be paid directly by Customer or reimbursed by Customer to NC4.

7. Ownership.

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to use the Solution and underlying Software licensed under this Agreement. NC4, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by NC4 pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of NC4, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by NC4.

7.2 Documentation and Training Materials. All NC4 documentation and training materials provided by NC4 hereunder, and all modifications thereto and intellectual property rights therein, shall

be the sole and exclusive property of NC4. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the NC4 documentation and training materials shall be reproduced on any copies. No copies of NC4 documentation or training materials shall be provided to any third party or competitor of NC4, without NC4's prior written consent.

7.3 Customer Data.

(a) Customer hereby represents and warrants to NC4 that it is the owner or licensee of all data and content contained within the Solution ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that NC4 is merely a provider of the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. If applicable, Customer shall ensure compliance with 28 CFR Part 23, and acknowledges and agrees that NC4 shall have no responsibility or liability with respect to Customer or the data being compliant with 28 CFR Part 23. Customer further represents and warrants to NC4 that the Customer Data does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes NC4 to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. NC4 will not share the Customer Data with any third parties, subject to Section 13(f) herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by NC4's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Limited Warranty; Customer Obligations.

8.1. Software/Solution Warranties.

(a) NC4 hereby represents and warrants to Customer for a period of ninety (90) days from delivery of the Solution ("Solution Warranty Period"): (a) that the Solution provided under this Agreement will conform in all material respects as described in NC4's published documentation ("Documentation") and to Customer specifications that NC4 has agreed to in writing and incorporated into this Agreement ("Specifications"); (b) that at the time of delivery, the Solution will not contain any time bomb, trap door or other code designed to disrupt, disable, harm or otherwise impede, or to allow unauthorized access to, the operation of Customer's software, firmware, hardware or computer system; (c) that NC4 has the legal right to enter into and perform its obligations under this Agreement; (d) that any Solution provided under this Agreement will comply with all applicable laws, rules, or regulations, and that NC4 has obtained all required permits necessary to comply with such laws, rules, or regulations; and (e) that, at the time of delivery, to the best of NC4's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must report any defects in the

Solution to NC4 in writing within the Solution Warranty Period for that particular order or Statement of Work in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and NC4's sole obligation, under this Software/Solution warranty shall be, at NC4's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. If NC4 is unable to provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications, then NC4 will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to NC4 for the order.

(c) NC4 shall have no obligation under this warranty if the Solution has been (i) used other than in accordance with this Agreement or the Documentation and Specifications; (ii) modified by a party other than NC4, or (iii) combined with hardware or software not identified in the Documentation or Specifications as being compatible with the Solution. If Customer provides any hardware or software that is incorporated into the Solution, Customer agrees that it will use all reasonable efforts to ensure that such hardware or software is free from defects, and NC4 shall not be responsible for any such defects discovered and shown to be the proximate cause of any damage or loss to the Solution or Customer's data.

(d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY NC4 UNDER THIS SECTION 8.1. NC4 AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1 OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

8.2 Services Warranties.

(a) NC4 warrants to Customer that any professional services for a particular statement of work will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to NC4 in writing within ninety (90) days of completion of the Services for that particular statement of work or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then NC4's sole obligation under this service warranty shall be to re-perform the defective services. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and NC4's sole liability, shall be the re-performance of the Services, and if NC4 fails to re-perform the Services as warranted, Customer shall be entitled to a refund of the fees paid by Customer to NC4 for the deficient services.

(c) NC4 AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2 AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim, (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom, and (c) the Indemnifying Party has sole control of the defense and settlement of such claim. So long as the Indemnifying Party is actively defending the claim, or working toward a resolution of same, the other Party shall not compromise any claim or enter into any settlement without the written consent of the Indemnifying Party. In no event shall NC4 be liable for any damages resulting from Customer's use, misuse or failure to use the Solution or validate Customer Data.

10.2 Infringement. NC4 shall indemnify and hold harmless Customer against any and all third party claims that the Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. NC4 shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies NC4 in writing of such claim in sufficient detail to enable the NC4 to evaluate the claim, (b) Customer cooperates in all reasonable respects, at NC4's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom, and (c) NC4 has sole control of the defense and settlement of such claim. Customer shall not compromise any claim or enter into any settlement without the written consent of NC4. NC4's indemnification obligation set forth in this Section 5.2 shall not apply in the event and to the extent of alteration or misuse of, or combination of the Solution with any program, product or service not authorized by NC4, by Customer or any other party unless made in accordance with NC4's written approval. Should the Solution become, or in NC4's opinion be likely to become, the subject of such a claim of misappropriation or infringement, NC4 at its sole option, shall either: (a) procure for Customer the right to continue using the Solution or (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and pay Customer an amount equal to 50% of the license fee payable under this Agreement. NC4 shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11. Release of Insured Losses. To the extent permitted by law, NC4 hereby releases Customer, and Customer hereby releases NC4, and each of their respective officers, agents, and employees, from any and all claims or demands of damages, loss, or expense, which is caused by or results from perils, events or happenings which are the subject of insurance and carried by the respective Parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby. This provision is intended to waive, fully and for the benefit of each Party, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier.

12. Term and Termination.

12.1 Term. This Agreement shall commence as of the Effective Date and continue in full force and effect for the Initial Term set forth in Schedule A, and automatically renews thereafter in yearly or greater increments, each a Renewal Term, unless otherwise terminated in accordance with Section 12.2 below. After the Initial Term, if either Party desires to discontinue any Services under this Agreement, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. If any Services are so terminated, the Agreement shall continue in full force and effect as to the license granted hereunder, unless otherwise terminated in accordance with Section 12.2 below.

12.2 Termination This Agreement may be terminated as follows:

12.2.1 Termination for Convenience. Customer may terminate this Agreement for convenience as follows:

- (a) Due to lack of funding, by providing at least ninety (90) days prior written notice to NC4. If Customer terminates for loss of funding, no prepaid amounts will be refunded by NC4, and all Services provided by NC4 hereunder will terminate. If all license fees have been paid as set forth in Schedule A, then the Software license granted hereunder will continue; however, Customer will be required to move the Solution to a self-hosted arrangement. If the license fees set forth at Schedule have not been paid in full, then the licenses granted hereunder will terminate.
- (b) If Customer chooses to move to a self-hosted solution and host the NC4 Street Smart Solution on its own servers, Customer may terminate the managed services and maintenance and support portions of this Agreement, and receive a refund of the fees prepaid for such services, pro-rated for the balance remaining in the then-current term.
- (c) After the Initial Term, if Customer no longer desires to use the Solution, it may terminate this Agreement and the license granted hereunder, by providing written notice to NC4 at least sixty (60) days prior to the expiration of the Initial Term of its decision to not renew the Agreement. In such event, there will be no refund of prepaid fees.

12.2.2 Termination for Cause. This Agreement may be terminated for cause as follows:

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this Agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching Party shall not be liable to the other for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

12.3 Effect of Termination. Upon termination, the maintenance and support and Managed Services hereunder will terminate and NC4 will discontinue provision of such services. The license to the Solution can continue, but without the maintenance and support or Managed Services offered by NC4. If Customer desires to continue using the license, Customer will be required within thirty (30) days to move the Solution to its own servers for a self-hosted environment. So long as Customer continues to use the Solution it will be subject to the clauses that survive termination set forth in Section 12.5.

12.4 Data Release. If requested by Customer prior to the termination or expiration of this Agreement, NC4 will assist Customer with the release or copying of any Customer Data contained within

the Solution, subject to Customer signing a data release agreement. Upon such request, NC4 shall provide a work order to Customer which outlines the level of effort, at the prevailing professional services rates, in support of such data release. Customer shall either accept or reject the work order within thirty (30) days of receipt of said work order. If Customer fails to provide written acceptance or rejection of said work order within thirty (30) days, the work order will be deemed to be rejected, and NC4 shall have the right to remove, delete, or destroy the Customer Data from the Solution.

12.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11, 12.3, and 13 shall survive the termination of this Agreement. In addition, if Customer continues to use the Software under its perpetual license after termination of this Agreement, the provisions of Section 1 shall also survive the termination of this Agreement.

13. General Provisions.

13.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

13.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "*Confidential Information*" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

13.3 Assignment. This Agreement is not assignable by either Party without the prior written consent of the other.

13.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

13.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and

a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

13.6 Right to Subcontract. NC4 may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by NC4 to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to NC4.

13.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

13.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

13.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; or (ii) three (3) business days after the date of mailing if sent by certified or registered mail; or (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To NC4: NC4 Public Sector LLC
100 N. Sepulveda Blvd, Suite 200
El Segundo, CA 90245
Attn: Randall Smith
Fax: 310-606-4309

With copy to: NC4 Public Sector LLC
100 N. Sepulveda Blvd, Suite 200
El Segundo, CA 90245
Attn: Contracts & Legal
Fax: 310-606-4309

To Customer: _____

13.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

13.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver, amendment, supplementation or other modification or supplementation of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

13.12 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

13.13 Attorneys' Fees and Costs. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover reasonable costs and attorneys' fees incurred.

13.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

13.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

13.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

13.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of California in the United States of America, without regard to any conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. If they are unable to resolve the dispute within thirty (30) days after the complaining Party's written notice to the other Party, the Parties will seek to resolve the dispute through arbitration conducted in Los Angeles County, California, USA, in accordance with the commercial rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final and binding on the Parties, and may be entered as a judgment by any court of competent jurisdiction. Costs of arbitration (including reasonable attorneys' fees) shall be made a part of the arbitrator's award. Notwithstanding the foregoing, in the event irreparable injury can be shown, either Party may obtain injunctive relief exclusively in the appropriate federal or state court in Los Angeles County, California, USA. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in Los Angeles County, California, USA.

13.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

13.19 Publicity. No publicity, including, but not limited to press releases concerning this Agreement, or the relationship between the Parties, shall be issued by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

13.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that

the terms and conditions of this Agreement shall govern and take precedence over any general terms and conditions of such purchase order or similar document. If there is any conflict between the terms and conditions of this Agreement and any purchase order or similar document, the terms and conditions of this Agreement shall govern.

13.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

NC4 PUBLIC SECTOR LLC

By _____

Name _____

Title _____

Date _____

LANSING POLICE DEPARTMENT

By  sp

Name Mike Yankowski

Title Police Chief

Date 2-5-18

SCHEDULE A PRODUCTS & PRICING SCHEDULE

Customer Name and Address: Lansing Police Department ("Customer")
120 W Michigan Ave
Lansing, Michigan 48933
Attn: Chief Michael Yankowski
Michael.yankowski@lansingmi.gov
(517) 483-4801

Prepared By: Aimee Barmore

NC4 Contracts Rep: Vicki Hamilton

Initial Term: Three (3) Years following the Effective Date of Agreement

Product/Services Selected: NC4 Street Smart™ w/Managed Services

Number of Sworn Officers: 202

LICENSE FEES	
Initial License Set Up Fee (One-time) Includes baseline NC4 Street Smart software setup and connection to one (1) feed (e.g., computer aided dispatch (CAD), records management system (RMS), or offender data base) (up to 24 man-hours). If additional feeds, configuration or customization are desired, additional fees will apply at NC4's then-current Professional Services rates.	\$ 33,000.00
NC4 Street Smart Software License (One-time)	\$ 112,280.00
Total One-Time License Fees	\$ 145,280.00
MAINTENANCE AND SUPPORT	
Annual Maintenance & Support (3 years at \$29,192.67 per year)	\$ 87,578.01
MANAGED SERVICES*	
Managed Services Set Up Fee (One-Time)	\$ 29,000.00
Annual Managed Services – Year 1	\$ 19,000.00
Annual Managed Services – Year 2	\$ 19,950.00
Annual Managed Services – Year 3	\$ 20,947.50
Total Managed Services fees for three year Initial Term (plus set up fee)	\$ 88,897.50
*Incremental Managed Services Fees; 36 months; 5% annual increase	
TOTAL FEES – 3 Year Cost of NC4 Street Smart w/Managed Services	
License Fees	\$ 145,280.00
Maintenance & Support Fees (3 years)	\$ 87,578.01
Managed Services (3 years)	\$ 88,897.50
Total Fees w/Managed Services (3 years payment in advance)	\$ 321,755.51
INVOICING AND PAYMENT TERMS	
<u>Invoicing.</u> NC4 will invoice the above Initial Term Total Fees of \$321,755.51 upon signing of this Agreement. Any renewal fees, if any, will be invoiced at the anniversary date.	

Payment Terms. Payments are due no later than thirty (30) days after receipt of NC4 invoice.

Additional Fees. Credit card payments are subject to a 3% convenience fee.

SCHEDULE B

NC4 STREET SMART® MANAGED SERVICES Service Levels and Standard Customer Support Policy

Three ways to contact Support:

Phone: 800-209-2312

Email: support@nc4.us

Support site: <https://support.nc4.us>

Uptime Availability

NC4 will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to NC4's Customer) measured on a monthly basis, excluding scheduled maintenance of 4 hours per month or less ("Scheduled Maintenance"). NC4 will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM ET to 8PM ET ("Normal Business Hours"). Emergency repairs will be performed as required and NC4 will promptly notify Company of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiry issues (ID and password changes)
- Day-to-day use of the NC4 Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
 - Data issues including integrity and accuracy
 - Problems with maps including geo-location inaccuracies
 - Problem with CAD or other related Crime data feeds
 - Problems with included third-party components
 - Server imbalance
 - Performance issue
 - Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

Severities

Severity 1 High Priority Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. NC4 will provide the status of the work request every hour on the hour via telephone to the customer via the contact points mentioned above.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. NC4 support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, NC4 will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST to 8PM EST. Requests will be responded to within 4 hrs during these business hours. NC4 will provide the status of the work request on a daily basis at the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. NC4 support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, NC4 will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically a workaround is available. Priority Three Defects do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs. NC4 will provide the status of the work request every three days the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. NC4 support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs.
Resolution Time	NC4 support team will work on the problem / request during normal office hours until the problem is resolved with the assistance of the customer.

Remedy

If NC4 does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with NC4 and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of NC4's control.

8.3 Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the implementation of the Solution and Customer fails to do so in a timely manner, Customer shall be deemed to have waived any claim that it may have against NC4 for late or faulty performance that has resulted from Customer's failure.

9. LIMITATION OF LIABILITY. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE MANAGED SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY NC4 TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NC4 DOES NOT WARRANT THAT THE MANAGED SERVICES, SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE MANAGED SERVICES, SOFTWARE OR SOLUTION. EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY OR INDEMNIFICATION EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL NC4 OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE MANAGED SERVICES, SOFTWARE OR SOLUTION, NC4'S PROVISION OF THE MANAGED SERVICES OR ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF NC4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL THE TOTAL LIABILITY OF NC4 AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION IS DISCOVERED BY CUSTOMER, BUT NO MORE THAN ONE (1) YEAR AFTER THE EXPIRATION OR TERMINATION OF THE AGREEMENT. IN NO EVENT SHALL NC4 HAVE ANY LIABILITY FOR CUSTOMER'S USE, MISUSE OR FAILURE TO USE THE SOLUTION.

10. Indemnification

10.1 General Indemnification. Each Party shall indemnify and hold harmless the other to the extent authorized by law against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer shall indemnify and hold harmless NC4, to the extent authorized by law, against any and all third party claims relating to or arising from Customer Data or Customer's noncompliance with 28 CFR Part 23, if applicable. If Customer is not authorized to indemnify NC4 under applicable law, Customer is hereby obligated to cooperate and assist NC4 in defending any third party claim resulting in any way from Customer's actions or Customer Data. The Indemnifying Party shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim

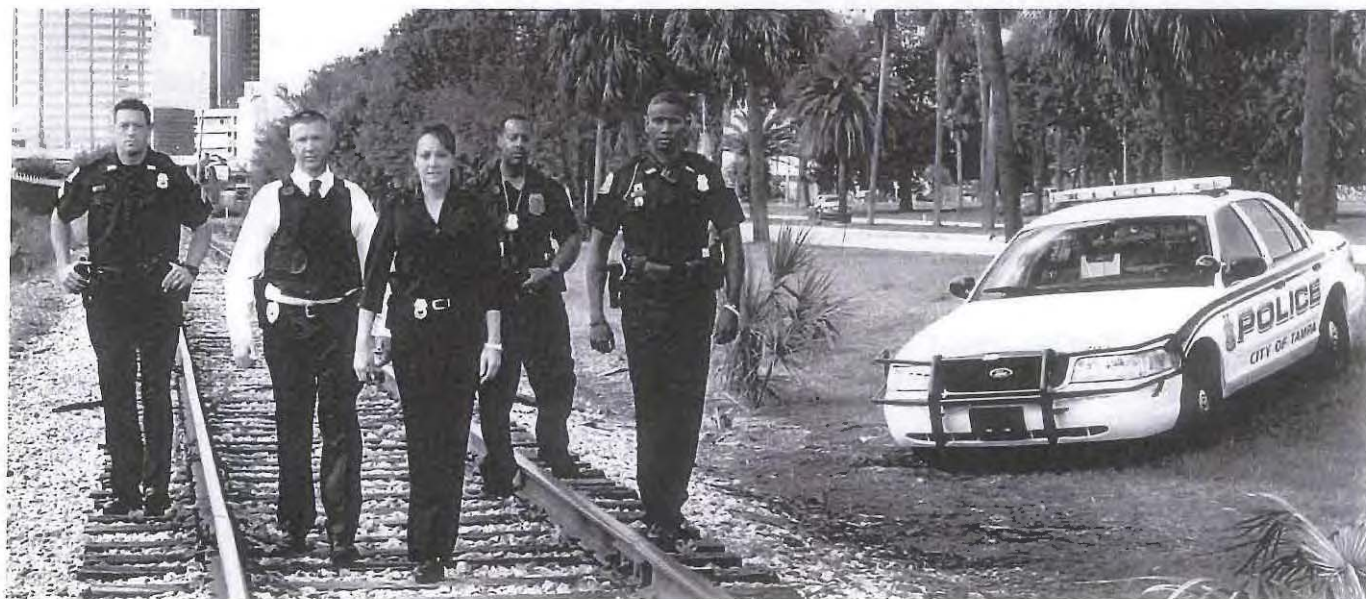


NC4 Street Smart™

Specifications and Pricing Options

NC4 Proposal to Lansing Police Department

January 3, 2017



Proposal Valid for 90 Days

NC4

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January 2, 2017

Chief Yankowski

Lansing Police Department
120 W. Michigan Avenue
Lansing, Michigan 48933

Dear Chief Yankowski:

NC4 Public Sector LLC ("NC4") is pleased to present this Proposal for our NC4 Street Smart™ solution to the Lansing Police Department.

NC4 brings a world-class approach to situational awareness, crime-fighting, risk management and emergency management. Our demonstrated expertise and experience is unmatched in providing solutions to enhance information sharing, resource tracking, improved communication and collaboration, as well as situational analysis for critical decision-making.

NC4 is proposing our NC4 Street Smart solution, which gives police departments an information-based resource for apprehending suspects, quickly responding to emergencies, strategically placing field personnel, and executing programs to deter crime. The Lansing Police Department will have a completely flexible and easy-to-use platform that will allow the Lansing Police Department the ability to access real-time data to pinpoint crimes, patterns and incidents and to provide situational awareness of officers in the field.

NC4 has received universal praise from customers for the ease-of-use and wide array of functionality provided by the NC4 Street Smart solution. It is now available across all platforms, from mobile phones to an 84" Surface Hub.

We are confident that the unique operational capabilities of NC4 Street Smart, along with our supporting staff of experts and real-world experience, will ensure the success of the Lansing Police Department project. We look forward to working with Lansing Police Department in implementing a world-class, integrated, crime-fighting solution.

Sincerely,

Lynde Richards

Director Sales
NC4 Public Sector, LLC

A New Solution. A Better Solution.

Equip your officers with the sophisticated technology and critical resources they need to fight crime with the NC4 Street Smart™ solution. This state-of-the-art tool provides real-time data to keep your force up-to-speed, informed and most importantly, protected as they patrol your streets. Officer-driven to provide essential facts about incidents and crime patterns in your area, NC4 Street Smart goes above and beyond standard CAD and RMS search by supplying up-to-the-minute data feeds, maps, blogs, bulletins and case management tools. Arm your districts with the collaborative and informative NC4 Street Smart solution that helps them protect their precincts and each other.



View of the home page of the NC4 Street Smart solution

A Solution that Works as Fast as You Do

The NC4 Street Smart solution has proven it can make a difference in fighting crime as it happens, instead of days or weeks after an incident. Officers no longer need to rely on a roll call board, information on notepads, meeting takeaways, etc. Crime data can be in one common operating picture that is updated around the clock. Having information readily available helps solve crimes more quickly, which will also help reduce criminal activity and reduce the number of victims. The NC4 Street Smart solution is proven to reduce crimes.

"There is not an opportunity to increase the agency by 100 officers or 200 officers, so we had to look toward technology to change our ability to police our county better."

Colonel Elmer M. Setting,
Chief of Police
New Castle County Police Department

"Creating situational awareness is one of the most important benefits of the new system and software. The software is a huge benefit to our Officers in the field by not only increasing their awareness, but also helping them to connect the dots faster. Criminals won't have anywhere to hide in Bloomington."

Chief Mike Diekhoff
Bloomington Police Department

"I can talk about the reduction in crime, but the really important number is the reduction in victims and repeat victims—the individuals that we have been able to save from becoming a victim of crime. That's really where the success is."

Chief Jane Castor
Tampa Police Department

BENEFITS SPOTLIGHT

NC4 Street Smart is the new standard in crime-fighting. It provides commanders and field personnel with critical, real-time data to pinpoint crimes, patterns and incidents. NC4 Street Smart aids law enforcement organizations by:

- Combining historical crime data and real-time, field intelligence in an easy-to-use and highly-efficient mobile interface
- Providing real-time information to officers in the field
- Centralizing all your crime data into a single database
- Informing officers with better data to reduce crime and take criminals off the street
- Reducing unnecessary forms and paperwork
- Providing better situational awareness to increase the safety and effectiveness of your officers on patrol

*Help your officers solve crimes
faster with the easy-to-use tools of
NC4 Street Smart*

NC4 Street Smart™ is a revolutionary crime-fighting solution that improves the way officers communicate. It equips them with blogging capabilities and police feeds that display a graphical, real-time representation of crime and put additional drill-down details at their fingertips. NC4 Street Smart provides a common operating picture of structured vs. unstructured data that lets officers solve crimes faster. The NC4 Street Smart solution includes the following features and functions:

CRIME-FIGHTING BLOG

Give your officers real-time feedback about an incident, as it's unfolding with the Crime-Fighting Blog. This fresh approach allows users to start a new blog topic or contribute to an existing topic with additional information. The Crime-Fighting Blog provides the backbone for teamwork and problem solving by bringing information to an officer's attention immediately, instead of days or weeks later. The blogs are also fully searchable, to make finding similar incidents or attributes incredibly simple.

BULLETIN MANAGEMENT

Bulletins keep track of offenders and give your officers critical information so they can take action. Bulletin Management puts real-time information in one, easy-to-browse location. So when a suspect escapes or a situation arises that could put your patrol officers in danger, they know immediately. Bulletins are organized by data type so your team can immediately find the specifics of a case.

NC4 Street Smart

Map Viewer | Blogs | Bulletins | Create New | Admin/Lists

View Admin | Hot Sheet | Sex Offenders | Probationers | Crime

All Bulletins | Crime Alerts | Intelligence | Officer Safety | Wanted | My Bulletins | Other Agencies

All Bulletins

Crime Alerts			Intelligence		
Bulletin No	Offense	District	Bulletin No	Offense	District
110416-1318	VEH THEFT	County Wide	102816-1306	Intimidation	County Wide
110416-1317	Burg/VT/Fraud - attempt to ID		102416-1292	ATTEMPT TO ID THEFT SUSPECT	City Wide
110116-1315	Fraud-Marsh North		102216-1281	Attempt to ID	
102816-1305	ATL Rick Comerford		101016-1251	Theft of Cell Phone	
102616-1303	Attempt to ID Burglary	City Wide	101916-1278	Attempt to ID / Extra Patrol	

1 - 5

➔ Add Crime Alerts bulletin

Officer Safety			Wanted		
Bulletin No	Offense	District	Bulletin No	Offense	District
110616-1320	sig 3A/possession 10-32		110516-1319	Andy Anderson WOW PROBATION VIOLATION	City Wide
101416-1258	Suspicious Vehicle Following Officer Home	County Wide	102716-1304	John Johnson WOW- Intimidation & Harassment	City Wide
092116-1189	Stolen Gun		102616-1301	Robbie Smith-Wanted for Forgery/Theft	
083116-1121	Threat to Officer's Family		102616-1300	Mia Johnson WOW x 3	

➔ Add Intelligence bulletin

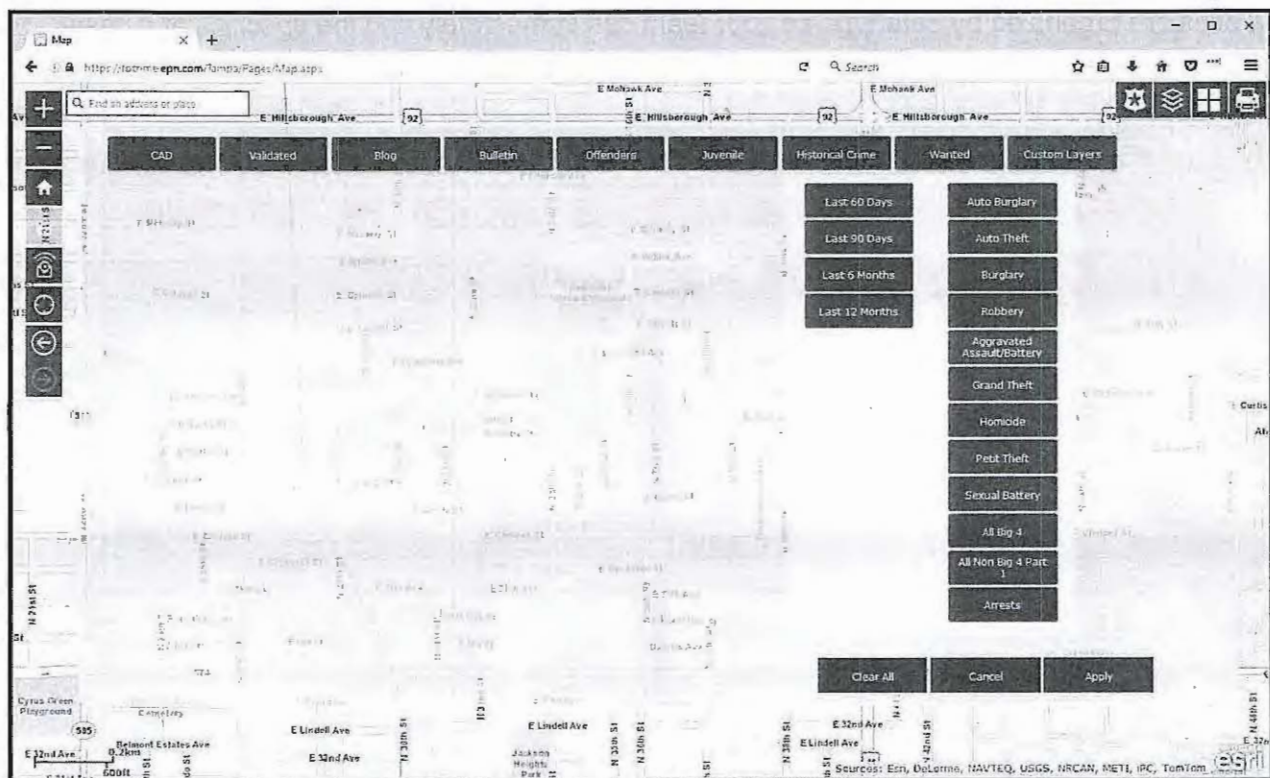
NC4 Street Smart gives your officers critical data in an easy-to-use Bulletin Management System

This feature allows users to create, edit and view relevant bulletins such as:

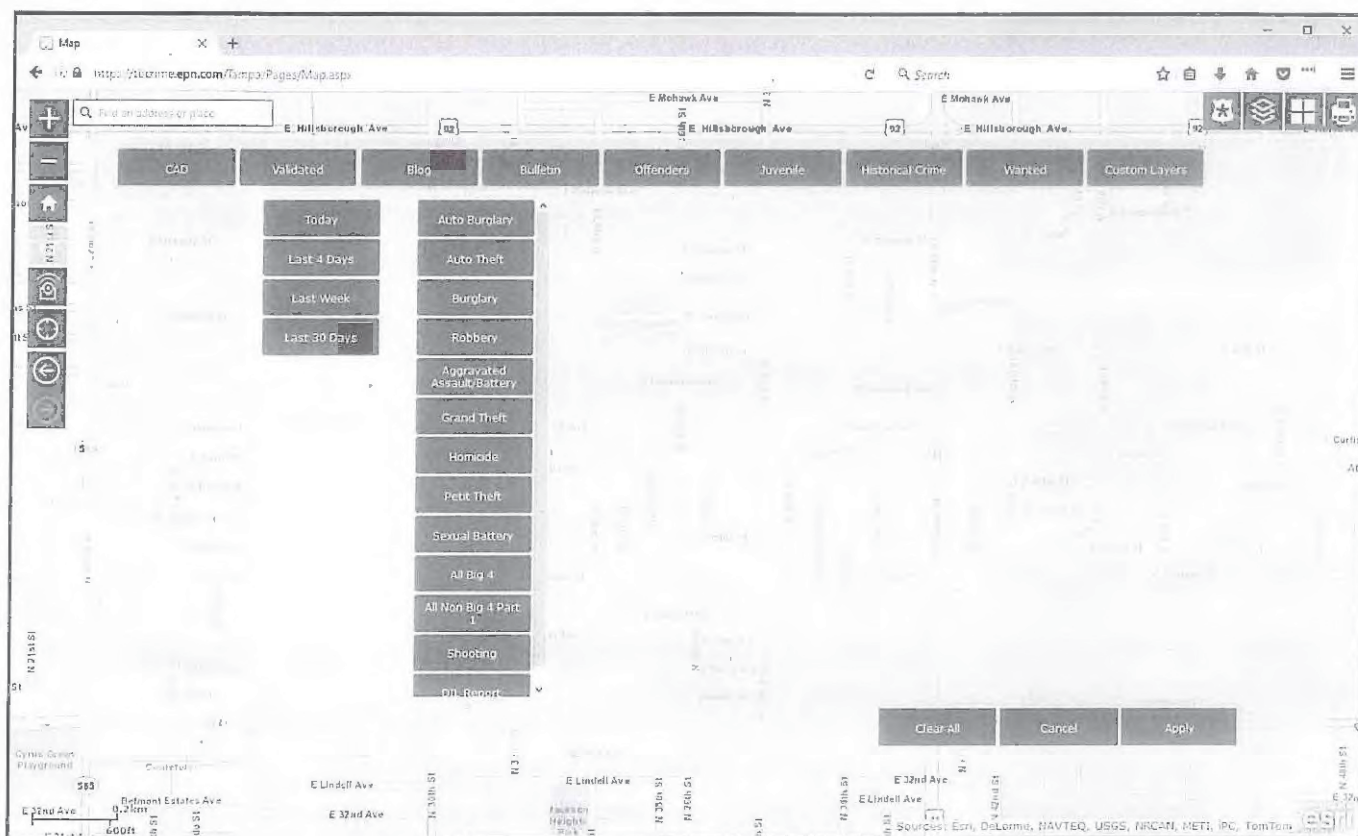
- Crime Alert Bulletins
- Intelligence Bulletins
- Wanted Bulletins
- Officer Safety Bulletins
- External Bulletins from other agencies

MAP VIEWER

Arm your patrol officers with real-time maps in their cruiser that show crime trends in their area. Tired of waiting days or weeks to piece together incidents and identify patterns? Our innovative Map Viewer provides instant visualization of what crime patterns exist and where they are located. Pinpoint where habitual criminals live and create quick contextual summaries for your users. NC4 Street Smart uses straightforward city maps and color-coded dots to show reported crimes and where they were committed. Officers select a view and a default map that shows their patrol area, supervisory scope or any geographic area of interest. They can then use the time slice feature or multiple other viewing options to gain maximum situational awareness.



Map Viewer allows for the easy display of all the crime data in intuitive map-based views



Map Viewer allows you to display crime data from a specific time period in addition to sorting by particular crimes

CASE MANAGEMENT

Easily pass information from shift-to-shift and from cycle-to-cycle with our revolutionary Case Management collaboration tool. This shared on-line notebook lets multiple officers continually update case files until a crime is solved. This allows each officer to know what is going on with an assigned case at all times.

CAD DATA

Improve your officer's ability to identify analytical trends and help them fight crime more efficiently. Our Agency Dispatch program creates CAD records in your system that can be evaluated, validated and qualified by officers. Your data only has to be entered once, which reduces redundancy, and the Crime Validation Form makes recording validation quick and easy.

OPTIONAL DATA FEEDS

Analyze data, draw conclusions and take action to reduce crime. Our Data Feeds facilitate cutting edge content collection, organization and compilation from multiple sources to provide all the relevant data for your investigations. We make each officer their own zone analyst, eliminating the need for information hierarchies. Using NC4 Street Smart Data Feeds enhances situational awareness in the areas of:

- Historical Crime
- Warrants, Jail Release Data, and Prison Release Data
- Sex Offenses
- Juvenile Crime

REPEATABLE CONTROLS

Now you can research various elements of a crime scene with a click of a button. Repeatable Controls bring more efficiency by utilizing the following:

- **Grid Controls** – Select geographical areas from a set of quadrants
- **Persons Control** – Create profiles for, or identify individuals as, suspects, witnesses, known offenders, victims or associates
- **Vehicle Control** – Search vehicle data
- **Property Control** – Search property data

The Repeatable Controls help officers manage crime more efficiently by allowing them to research various elements of a crime scene with the click of a button.

LOCALIZATION

Communicate across a wide range of languages and cultures with this revolutionary solution that makes it simple for international partners to configure the application to their customers' specific needs.

ADVANCED SEARCH

Search through all of your previous data with the NC4 Street Smart solution. Any field, any form and any entry can be located in seconds making finding data more efficient. Divided into categories such as People, Places, Activities, and Assets, all of your information will be available instantly, to help fight crime faster.

Microsoft Windows 10 Universal Application

The Microsoft Windows 10 Universal Application is an extension of the current NC4 Street Smart™ operating platform, now accessible from mobile devices, laptops and tablets as well as large-scale displays including Microsoft's new Surface Hub. The application allows the crime fighter to go from an 84" Microsoft Surface Hub in the roll call room, to the desktop and to mobile data terminals (MDTs) in their police cruisers. While not limited to Microsoft hardware, the application is designed to take advantage of the latest advances in Windows 10 technology and the latest hardware, including GPS location services, and onboard cameras on mobile and tablet devices for picture, video capture and upload capabilities, giving officer's easy-to-use, mission-critical tools for fighting crime.



Windows 10 Application Quick Tool Bar Screen Shot

NC4 Street Smart Pricing

ACCOUNT NAME: LANSING POLICE DEPARTMENT	
<i>Price Quote valid for 90 days from:</i> January 3, 2017	
SWORN OFFICERS	236
License Fees	
Upfront Setup Fees	\$33,000.00
License for Agency	\$117,040.00
TOTAL LICENSE FEES	\$150,040.00
Annual Maintenance	\$30,430.00
Total Due if Self-Hosted License +1st Year Maintenance	\$180,470.40
MANAGED SERVICES* (OPTIONAL)	
One-time Setup Fee	\$29,000.00
Annual Managed Svcs - Yr1	\$19,000.00
Annual Managed Svcs - Yr2	\$19,950.00
Annual Managed Svcs - Yr3	\$20,947.50
* Incremental Managed Services Fees 36 Month Contract Required, 5% annual increase	

3 YEAR TOTAL COST OF OWNERSHIP NC4 STREET SMART	
Licenses	\$150,040.00
Maintenance	\$91,291.20
Managed Services	\$88,897.50
Total Fees w/ Managed Services	\$330,228.70
NC4 offers the ability to pay 3 equal yearly payments of \$115,580 if an organization desires equal payments. This option includes a 5% time value of money fee and would require a 3-year, non-cancellable contract.	

Includes baseline software setup, customization, and base connection to a CAD feed (24 man-hours allocated for CAD, T&M if more required). Additional feeds are available at an additional cost.



Andy Schor, Mayor

MEMORANDUM

To: Brian McGrain, Director of Economic and Development and Planning

From: Mayor Andy Schor

Subject: Request for Sole source Procurement for Parking Services Office Branding, Public Relations & Marketing Services

Date: April 25, 2018

Please let this memo serve as my approval of a sole source purchase order for procurement for Parking Services Office (PSO) Branding, Public Relations & Marketing Services with the following conditions:

- Edge Partnerships is to consult specifically and solely on these services as it relates to parking.
- Any community meetings/focus groups will be facilitated through the Mayor's Office or the Director of the Department of Economic Development and Planning in consultation with the Directors of Neighborhoods and Citizen Engagement.
- Any and all communication and branding updates must come through the Mayor's Office Communications Manager.
- Regular updates, as well as an itemized list of hours must be provided to the Mayor's Chief of Staff and the Director of Economic Development and Planning.
- Budget will be for hourly expenses, with a maximum of \$20,000, and documentation of hourly expenses is to be provided.

Maintenance - m&o:	585.453643.741000.0	\$10,000
North Grand Parking Ramp – m&o	585.453646.741000.0	\$5,000
North Capitol Parking Ramp – m&o	585.453647.741000.0	\$5,000

Approved:  Date: 4/26/18
 Brian McGrain, Director, Economic Growth and Planning Department

Approved:  Date: 4-26-18
 Andy Schor, Mayor

Chad Gamble, Parking Manager
Department of Economic
Development and Planning



Parking Services Office
219 N. Grand Avenue
Lansing, Michigan 48933-1317
PH: 517.483.4240 – FAX: 517.483.4395
www.lansingmi.gov

MEMORANDUM

To: Andy Schor, Mayor

From: Chad A. Gamble, P.E., Parking Manager

Subject: Request for Sole source Procurement for Parking Services Office Branding,
Public Relations & Marketing Services

Date: April 19, 2018

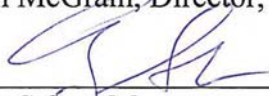
Please let this memo serve as a request for the issuance of a sole source purchase order for procurement for Parking Services Office (PSO) Branding, Public Relations & Marketing Services (see attached). The PSO is set to embark on a 5 year journey of redesigning, rehabbing and upgrading a large percentage of the parking facilities and equipment serving our customers. This runs from the installation of new curbside metering, performing millions of dollars of rehabilitation to all four of our parking ramps, purchasing/upgrading new ramp entry, exit and gating equipment and finally, painting and new wayfinding within our ramps.

This project will affect all of our customers and our Team would like this very involved and impactful project to run as smooth as it possibly can. To that end I am requesting the issuance of a sole source contract to Edge. Edge provided to the PSO consulting/branding services in 2011 and 2012. These services included surveys, stakeholder meetings and many staff coordination and brainstorming meetings to move forward the branding and marketing of the business of the PSO. This project was brought to the draft final stage but was never completed. All of the Edge staff involved with this recent project remain part of the firm and all the work is still pertinent and can be used to efficiently and effectively move this project forward before starting construction work this summer. Edge is also a City of Lansing based business.

Therefore, I recommend that a sole source be issued to Edge for the aforementioned purposes. The consulting costs will be paid out of multiple fiscal years. The current fiscal year's estimated encumbrance is detailed below.

Maintenance - m&o:	585.453643.741000.0	\$10,000
North Grand Parking Ramp – m&o	585.453646.741000.0	\$5,000
North Capitol Parking Ramp – m&o	585.453647.741000.0	\$5,000

Approved:  Date: 4/26/18
Brian McGrain, Director, Economic Growth and Planning Department

Approved:  Date: 4-26-18
Andy Schor, Mayor

See Attached Follow-up Memo



City of Lansing

OFFICE OF THE CITY ATTORNEY

TO: Ways and Means Committee

FROM: F. Joseph Abood, Chief Deputy City Attorney

DATE: April 25, 2018

RE: WC Settlement 2062876-00867

[REDACTED]

CompOne Administrators, Inc. has evaluated this claim for settlement. We have negotiated a settlement of \$90,000.00 to release all past, present and future claims against the City of Lansing.

The Mayor, the Law Department and the Department of Human Resources support the recommendation for settlement and the Department of Human Resources advises that funds are available in the Workers Compensation Claims account. We are requesting your approval of the redemption of this case.

Please contact this office as soon as possible with any concerns you may have regarding the redemption of this claim.

cc: Linda Sanchez-Gazella, Human Resources Director
Kathy Woodman, Health & Wellness Administrator
Elizabeth O'Leary, Employee and Labor Relations Specialist

BY THE COMMITTEE ON WAYS AND MEANS

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, it is proposed that a claim be resolved by virtue of entering into a settlement agreement with claimant 2062876-00867, in which, the City of Lansing would agree to pay Plaintiff the sum of Ninety Thousand Dollars (\$90,000.00) in exchange for a complete redemption and release of the City from any past, present, and future liability regarding any alleged injuries/illnesses whatsoever;

WHEREAS, the proposed settlement is recommended by the Mayor, the Department of Human Resources Director, the City of Lansing's Fund Administrator, and the City Attorney;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approves the payment of Ninety Thousand Dollars (\$90,000.00) pursuant to said proposed settlement agreement as a full and final settlement of said action.

BE IT FINALLY RESOLVED that the City Attorney is authorized to prepare and execute the requisite documents to complete settlement of the aforementioned lawsuit.

Approved for placement on the City Council
Agenda:

City Attorney

Date