



MEMORANDUM

TO: Michael Ashley, Deputy Director

FROM: Tim Mason, Police Lieutenant

SUBJECT: El Mirage Police Department Records Management Systems

DATE: October 15, 2024

This memorandum has been prepared to provide you with the results of my inspection of the El Mirage Police Department's (EMPD) records management systems (RMS). As part of my recent assignment to the EMPD's Administration Division, I inspected the EMPD's RMS, commonly referred to as Spillman. I discovered several areas of concern and identified areas of improvement, allowing the EMPD to be fiscally responsible while improving efficiency and capability.

My inspection began in early August 2024, and I learned that the EMPD manages records using many databases and that accessibility is prohibitive, causing clear disruptions in operations. Not all "records" are police reports. Although not inclusive, the following list documents many of the critical databases/ collections of records:

1. Internal Affairs/Misconduct investigations/Early Warning: ***No database*** - scanned paper records and ***Microsoft Excel Spreadsheets***.
2. Police applicant backgrounds/new hiring: ***No database/ Microsoft Excel Spreadsheets*** - paper records that are scanned.
3. Fleet: ***Fleet Manager by Infinity Soft*** (Citywide database).
4. New Officer Field Training: ***Microsoft Teams*** – a limited system for such a robust process.
5. Firearms, Taser, rifles: ***Microsoft Excel Spreadsheets***.
6. Equipment (mobile field force, radars, PBTs, etc.) ***Microsoft Excel Spreadsheets***

My concern with these databases, most of which are spreadsheets, is that access to the records/data they hold is limited, often by only the employee who initiated the spreadsheet. At any given moment, the Police Chief or other command staff members cannot inspect or audit the records/data. Moreover, without inspection, accountability is nonexistent, which increases liability.

My inspection revealed that the RMS is often considered a repository for police reports and other supportive documentation prepared by police officers. This could not be further from the truth. As a police department, everything we produce is considered a public record subject to public records requests, legal/criminal prosecution discovery, and City Council inspection and review.

Working with Lt. Ian Takashige and Mr. Randy Stewart, we have found a way to work within two software systems the EMPD already uses, Vector Solutions and PowerDMS, that will better support operations and create a way for the EMPD to move from spreadsheets and limited use databases to two centralized full access systems.

Vector Solutions

Vector Solutions – New Officer Field Training:

One of the most significant areas of liability for any police department is its training program. In addition to Arizona POST training requirements, state and federal courts have made it abundantly clear that departments must provide regular, realistic training to their officers. The EMPD implemented a robust training model based on adult learning theories and industry best practices. This training program requires extensive documentation to measure recruit progression and validate termination decisions if a recruit is not meeting program performance objectives.

Currently, police training officers face the challenge of evaluating recruits and providing verbal and written feedback daily using software not intended for this purpose. The EMPD's process, which relies on Microsoft Teams, has proven to be time-consuming and overly cumbersome and lacks full access for command staff to monitor training at any given time. The tools in Microsoft Office were not designed for this specific use, leading to a manual and challenging process of building and archiving training files, files that are subject to public records requests.

Vector Solutions offers a documentation and data management platform designed to serve this purpose that has been evaluated by field training officers and field training supervisors. By streamlining the documentation process, this platform will empower training officers to provide more meaningful and thorough feedback to their trainees. This will not only increase the quality of training but also ensure proper document/records retention, ultimately resulting in more well-rounded and skilled police officers.

Vector Solutions Check It:

The EMPD is committed to equipping its officers with the best tools and equipment necessary to fulfill the department's mission. Many items provided to the officers, such as ballistic vests, firearms, optics, and radios, are assigned to individuals and are currently tracked on spreadsheets. There are other items, like portable breath test devices, infrared imaging devices, hand-held speed measurement devices, and tint meters, which are more expensive and cannot be issued to individuals due to cost constraints. These items need to be checked in and out or shared between squads, and we do not have any current tools to do so.

In the past, the EMPD used spreadsheets and handwritten device logs to manage these essential items. However, logs and spreadsheets can deteriorate or become misplaced over time, leading to difficulties in keeping track of the inventory and making it difficult to locate the equipment for required annual calibrations and inspections. Vector Solutions offers an integrated equipment tracking and maintenance system that will enable department supervisors to manage equipment more effectively, reduce loss, and enhance officer effectiveness in the field. A mobile phone application makes accessing the system easy and efficient.

Vector Solutions - Fleet

Currently, the EMPD uses Fleet Manger by Vinity Software to track our fleet. The EMPD manages 64 vehicles, three speed/advisory trailers, and one utility trailer. The current software being used, Fleet Manger by Vinity Software, is used by the entire city and would still need to be

used by the EMPD's Fleet Manager. However, the software is inaccessible to officers, professional staff members, or Command Staff. If a vehicle has a mechanical issue, is damaged, or requires regular maintenance, the EMPD staff uses a clipboard with a handwritten log to document the issue, or they send an email to the Fleet Manager. Often, the fleet manager inspects our EMPD vehicle's mileage to determine if the vehicle is due for oil changes and other routine maintenance, which is an inefficient process.

Vector Fleet allows the EMPD staff to use a mobile phone application to check a vehicle out each time, document damage by uploading photographs and explanations, log the current mileage, and document maintenance issues. The application electronically notifies the EMPD Fleet Manager of issues and also notifies the fleet manager that a vehicle requires regular maintenance.

PowerDMS

PowerDMS Policy

Currently used by department personnel for policy access, revisions, and e-training. Supervisors and managers can access and run multiple historical reports through its analytics function, which has proven extremely efficient. Additional modules within the PowerDMS are available to assist department operations. The Professional Suite includes Power ACTION, PowerIA, and PowerVITALS. These platforms will allow the EMPD staff access to many records data not currently available.

PowerACTION

It allows for streamlined reporting of officer actions such as pursuits and use-of-force reports. These reports collect data that the EMPD must report to city officials and at the federal level. The workflow is paperless and accessible to the EMPD Command Staff to review the reports and data collected from them. The EMPD has tried to use other internal systems to collect these records. These systems created an inordinate amount of work and required physical inspection and counting of event actions, such as the use of force actions, which is inefficient and compromising.

PowerIA

It allows authorized users to track, manage, and report on internal investigations and complaints with secure, end-to-end case management software that integrates directly with PowerPolicy. Currently, the EMPD relies on scanned paper records and Microsoft Excel Spreadsheets to track and report internal investigations.

PowerVITALS

It documents multiple indicators of concern, quantifies officer stress, and equips supervisors with customizable plans to support regular check-ins and healthy conversations with officers needing assistance. Currently, the department uses a spreadsheet to document and identify performance concerns that do not provide early warnings. The use of such an "Early Warning System" is an ongoing requirement for the Arizona Law Enforcement Accreditation Program.

PowerVETTED/ Hiring

Currently, the department uses spreadsheets and network folders to manage background investigations for all department applicants. This has resulted in a loss of efficiency due to the same information being entered into multiple locations to ensure each investigation is documented thoroughly. PowerDMS provides an alternative to the department's current system

with the PowerVETTED module. PowerVETTED allows applicants and investigators to significantly reduce the time it takes to complete a candidate's background by eliminating paper and managing the entire process on secure, cloud-based software.

Each of the PowerDMS modules described is fully customizable to department needs. They allow records, information, data, and cases to be workflowed to other users within the system, expediting information sharing and eliminating redundancy.

Cost Analyst

PowerDMS

The following recommended additions to PowerDMS do not include our current costs. The EMPD just paid year three of a three-year contract, \$15,212.50 for 85 members, and all three years had a cost of \$50,306. The EMPD must enter into a new contract after May 31, 2025.

MODULE	ANNUAL COST	ONE-TIME SETUP FEE	TOTAL
PowerVETTED	\$8,995	\$6,000	\$14,995
PowerACTION	\$6,850	\$3,750	\$10,600
PowerIA	\$8,500	\$4,000	\$12,500
PowerVITAL	\$9,250	\$5,000	\$14,250
SUBTOTAL:	\$33,595	\$18,750	\$52,345
ARIZONA TAX (9.3%):	\$3,124.35	\$1743.75	\$4868.09
			\$57,213.09
Package Pricing (50% off Year 1 and 33% off setup with tax)	\$18,359.72	\$10,246.88	\$23,047.50

Vector Solutions

The following recommended additions to Vector Solutions do not include our current costs. The EMPD just paid \$97.34 per person with a \$164 annual maintenance fee, 75 members, \$8,158.69.

Product Code	Product Name	Former Product Name	Description	Existing Qty	Additional Qty	Total Qty	Prorated Price – Additional Qty	Prorated Sub Total
TSSCH	Vector Scheduling		Vector Scheduling for web and mobile	75	11	86	\$80.74	\$888.14
TSSCHMF	Vector Scheduling - Maintenance Fee		Annual maintenance of Vector Scheduling	1	0	1	\$136.03	\$0.00
SCHIMP	Vector Scheduling Implementation Investment		Implementation investment for Vector Solutions Scheduling Platform	1	0	1	\$1,080.00	\$0.00

LEBDL1	Law Enforcement Bundle - Train		Law Enforcement Bundle - Train		64	64	\$78.96	\$5,053.44
TSCHECKIT-LES	Vector Check It LE Stations	Formerly TargetSolutions Check It - LE Stations	Vector Check It - LE Stations		1	1	\$108.82	\$108.82
TSCHECKIT-PO	Vector Check It - Per Officer and/or Civilian		Assets and Inventory assigned		84	84	\$29.20	\$2,452.80
OTD	One-Time Discount		Discount for: Vector LMS, TargetSolutions Edition - Learning Management Package		1	1	(\$1,010.00)	(\$1,010.00)
TSPREMIER-BUNDLE	Vector LMS, TargetSolutions Edition Premier Membership (Bundle)				64	64	\$0.00	\$0.00
TSLELIB	Law Enforcement Online Course Catalog		Vector LMS, TargetSolutions Edition course catalog for law enforcement professionals		64	64	\$0.00	\$0.00
TSEVAL-BUNDLE	Vector Evaluations+ (Bundle)				64	64	\$0.00	\$0.00
TSMINTFEE S	Vector LMS, TargetSolutions Edition - Maintenance Fee	Formerly Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition		1	1	\$360.81	\$360.81
PSIMP-BUNDLE	Bundle Implementation				1	1	\$1,280.00	\$1,280.00
CHECKITIMP	Check It One-time Implementation Fee				1	1	\$864.00	\$864.00

Pro-Rated Total: \$9,998.01

Annual Fee(s) for – Renewal Contract Start Date 09/30/2025

Product Code	Product Name	Former Product Name	Description	Qty	Annual Price	Annual Sub Total
TSSCH	Vector Scheduling		Vector Scheduling for web and mobile	86	\$102.20	\$8,789.20
TSSCHMF	Vector Scheduling - Maintenance Fee		Annual maintenance of Vector Scheduling	1	\$164.00	\$164.00

LEBDL1	Law Enforcement Bundle - Train		Law Enforcement Bundle - Train	64	\$95.20	\$6,092.80
TSCHECKIT-LES	Vector Check It LE Stations	Formerly TargetSolutions Check It - LE Stations	Vector Check It - LE Stations	1	\$131.20	\$131.20
TSCHECKIT-PO	Vector Check It - Per Officer and/or Civilian		Assets and Inventory assigned	84	\$35.20	\$2,956.80
TSPREMIER-BUNDLE	Vector LMS, TargetSolutions Edition Premier Membership (Bundle)			64	\$0.00	\$0.00
TSLELIB	Law Enforcement Online Course Catalog		Vector LMS, TargetSolutions Edition course catalog for law enforcement professionals	64	\$0.00	\$0.00
TSEVAL-BUNDLE	Vector Evaluations+ (Bundle)			64	\$0.00	\$0.00
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Formerly Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$435.00	\$435.00

2025 Renewal Total: \$18,569.00

Schedule A – Additional Services

This Contract Revision Form supplements and amends Schedule A to the Client Agreement signed on 2023-08-17 between the Vector Solutions entity and the Client named below as of the Effective Date. (Contract Revision Order No. 1 Effective Date)

Date: Wednesday, October 2, 2024

Client Information

Client Name: El Mirage Police Department (AZ)	
Address: 12401 West Cinnabar Avenue El Mirage, AZ 85335	
Primary Contact Name:	Primary Contact Phone:

Amendment Effective Date

Start Date: 12/01/2024

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Amy Bytnar			
Billing Address: 12401 West Cinnabar Avenue El Mirage, Arizona 85335		Billing Phone: 623-500-3015	
Billing Email: abytnar@elmirageaz.gov	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Prorated Fee(s) – Effective 12/01/2024

Product Code	Product Name	Former Product Name	Description	Existing Qty	Additional Qty	Total Qty	Prorated Price – Additional Qty	Prorated Sub Total
TSSCH	Vector Scheduling		Vector Scheduling for web and mobile	75	11	86	\$80.74	\$888.14
TSSCHMF	Vector Scheduling - Maintenance Fee		Annual maintenance of Vector Scheduling	1	0	1	\$136.03	\$0.00
SCHIMP	Vector Scheduling Implementation Investment		Implementation investment for Vector Solutions Scheduling Platform	1	0	1	\$1,080.00	\$0.00
LEBDL1	Law Enforcement Bundle - Train		Law Enforcement Bundle - Train		64	64	\$78.96	\$5,053.44
TSCHECKIT-LES	Vector Check It LE Stations	Formerly TargetSolutions Check It - LE Stations	Vector Check It - LE Stations		1	1	\$108.82	\$108.82
TSCHECKIT-PO	Vector Check It - Per Officer and/or Civilian		Assets and Inventory assigned		84	84	\$29.20	\$2,452.80
OTD	One-Time Discount		Discount for: Vector LMS, TargetSolutions Edition - Learning Management Package		1	1	(\$1,010.00)	(\$1,010.00)
TSPREMIER-BUNDLE	Vector LMS, TargetSolutions Edition Premier Membership (Bundle)				64	64	\$0.00	\$0.00
TSLELIB	Law Enforcement Online Course Catalog		Vector LMS, TargetSolutions Edition course catalog for law enforcement professionals		64	64	\$0.00	\$0.00
TSEVAL-BUNDLE	Vector Evaluations+ (Bundle)				64	64	\$0.00	\$0.00
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Formerly Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition		1	1	\$360.81	\$360.81
PSIMP-BUNDLE	Bundle Implementation				1	1	\$1,280.00	\$1,280.00
CHECKITIMP	Check It One-time Implementation Fee				1	1	\$864.00	\$864.00

Pro-Rated Total: \$9,998.01



Quote ID
Q-380227

Valid Until
Friday, November 1, 2024

Contact Name
Chris Cummings

Annual Fee(s) for – Renewal Contract Start Date 09/30/2025

Product Code	Product Name	Former Product Name	Description	Qty	Annual Price	Annual Sub Total
TSSCH	Vector Scheduling		Vector Scheduling for web and mobile	86	\$102.20	\$8,789.20
TSSCHMF	Vector Scheduling - Maintenance Fee		Annual maintenance of Vector Scheduling	1	\$164.00	\$164.00
LEBDL1	Law Enforcement Bundle - Train		Law Enforcement Bundle - Train	64	\$95.20	\$6,092.80
TSCHECKIT-LES	Vector Check It LE Stations	Formerly TargetSolutions Check It - LE Stations	Vector Check It - LE Stations	1	\$131.20	\$131.20
TSCHECKIT-PO	Vector Check It - Per Officer and/or Civilian		Assets and Inventory assigned	84	\$35.20	\$2,956.80
TSPREMIER-BUNDLE	Vector LMS, TargetSolutions Edition Premier Membership (Bundle)			64	\$0.00	\$0.00
TSLELIB	Law Enforcement Online Course Catalog		Vector LMS, TargetSolutions Edition course catalog for law enforcement professionals	64	\$0.00	\$0.00
TSEVAL-BUNDLE	Vector Evaluations+ (Bundle)			64	\$0.00	\$0.00
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Formerly Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$435.00	\$435.00

2025 Renewal Total: \$18,569.00

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd, Suite 300
Tampa, FL 33609

El Mirage Police Department (AZ)
12401 West Cinnabar Avenue
El Mirage, AZ 85335

By: _____

By:  M. Ashley

Printed Name: Jonathan Mitchell

Printed Name:

Title: Vice President of Sales

Title:

Date: _____

Date: _____

**TargetSolutions Learning, LLC Agreement
Schedule A****Date:** Wednesday, June 21, 2023**Client Information**

Client Name: El Mirage Police Department (AZ)	
Address: 12401 West Cinnabar Avenue El Mirage, AZ 85335	
Primary Contact Name: Jimmy Chavez	Primary Contact Phone: 623-500-3064

Agreement Term

Effective Date: 09/30/23	Initial Term: 36 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Amy Bytnar		
Billing Address: 12401 West Cinnabar Avenue El Mirage, Arizona 85335		Billing Phone: 623-500-3015 Billing Email: abytnar@elmirageaz.gov
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSSCH	Vector Scheduling	Vector Scheduling for web and mobile	64	\$92.70	\$5,932.80
TSSCHMF	Vector Scheduling - Maintenance Fee	Annual maintenance of Vector Scheduling	1	\$164.00	\$164.00

Annual Total:: \$6,096.80

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
SCHIMP	Vector Scheduling Implementation Investment	Implementation investment for Vector Solutions Scheduling Platform	1	\$800.00	\$800.00

One-Time Total: \$800.00

Grand Total (including Annual and One-Time): \$6,896.80

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

12401 West Cinnabar Avenue
El Mirage, AZ 85335

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the “Agreement”), effective as of the date noted in the attached Schedule A (the “Effective Date”), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, (“We/Us”) a Delaware limited liability company, and the undersigned customer (“You/Your”), (each a “Party” or “Parties”) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service (“**Services**”):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the “**Services**”) and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a “one user per one authorization basis” and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>.

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties’ execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. **YOUR RESPONSIBILITIES AND USE RESTRICTIONS.**

2.1. Compliance. You shall be responsible for all Users’ compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A “**Named User**” is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year (“Term”) of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. **FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users’ access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User’s access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement,

or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software; (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping (the "**Expiration Period**"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 **Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3 **Notice.** All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted

delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the

disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time (“CCPA”), on Your behalf in the course of the performance of the Services, then the terms “California consumer,” “business purpose,” “service provider,” “sell” and “personal information” shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services (“EHS Services”)** in Schedule A. Otherwise, the following terms will not apply to You.

1. An “**EHS Active Employee**” is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively “LiveSafe Services”)** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as “Named Users” means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services (“Your Data”) in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as “Evals+ Services”). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.

2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.

3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.

4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.

5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own (“**User Generated Content**”) that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you (“**Our Other Customers**”); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party’s names, company, and contact information. Upon Our request, You shall execute a

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

By: 

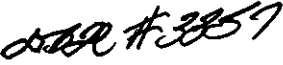
Printed Name: Jonathan Mitchell

Title: Director of Sales

Date: 08/17/2023

El Mirage Police Department (AZ)

12401 West Cinnabar Avenue
El Mirage, AZ 85335

By: 

Printed Name: D. HILDEBRANDT

Title: AC

Date: 08/16/2023

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM -WEDNESDAY, SEPTEMBER 6, 2023**

PLEASE NOTE: Council meetings are open to the public, however social distancing and optional mask wearing will continue for the safety of all. Doors open to Council Chambers at 5:30 p.m. for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back into Council Chambers when the Council returns from the executive session. Public access to this meeting is available online by clicking [here](#) or by dialing **480-561-6082** followed by entering the Conference ID number **871 494 025#**. Once you are connected, please place yourself on mute.

Members of the El Mirage City Council will attend either in person or by telephone conference call. Please silence all electronic communication devices before the meeting is called to order. Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

Agenda

1. ROLL CALL

Mayor Alexis Hermosillo

Councilmember Roy Delgado

Councilmember Bob Jones

Councilmember Donna Winston

Vice Mayor David Shapera

Councilmember Monica Dorcey

Councilmember Anita Norton

2. CALL TO ORDER

Pledge of Allegiance

Moment of Silence

Introduction of new City employees

3. CALL TO THE PUBLIC

Citizens desiring to speak on any issue within the jurisdiction of the public body may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken, (2) direct staff to review or follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

4. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve the minutes of the Regular Council meeting held Tuesday, August 22, 2023. (City Clerk)
Motion carried unanimously - (7/0)

Approved

2. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. § 41 -15I.19. (City Clerk) Approved
Motion carried unanimously - (7/0)
3. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period under A.R.S. § 41 -15I.19. (Community Development) Approved
Motion carried unanimously - (7/0)
4. Consideration and action to approve an Intergovernmental Agreement (IGA) for Regional Emergency Operations Management And Disaster Services between Maricopa County and the City of El Mirage, in an amount not to exceed \$3,827 for coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur. (Fire) Approved
Motion carried unanimously - (7/0)
5. Consideration and action to request and accept funds, if awarded, for a Community Impact Grant Proposal from APS in an approximate amount of \$10,000 to support El Mirage Special Events and authorize Finance to make necessary budget transfers. (Community Services/Grants) Approved
Motion carried unanimously - (7/0)
6. Consideration and action to enter into a multi-year contract with Evertel Technologies for the use of their communications sharing software at a cost of \$5,100 (Police). Approved
Motion carried unanimously - (7/0)
7. Consideration and action to approve the addition of the Accurant TraX option to the Police Department's current multi-year contract with Lexis Nexis Accurant Virtual Crime Center (AVCC) with an updated cost to AVCC of \$5,602.91 and TraX cost of \$6,800.00 for a total cost of \$12,402.91. (Police) Approved
Motion carried unanimously - (7/0)
8. Consideration and action to enter into a three-year contract with Vector Solutions for the use of their scheduling software with a one-time cost of \$800.00 plus \$6,096.80 annually (Police). Approved
Motion carried unanimously - (7/0)
9. Consideration and action to approve the purchase of 5 portable radios with accessories for 3 Police Assistants (PA), 1 Detective and 1 School Resource Officer (SRO) from Motorola Solutions for an amount not to exceed \$35,204.43 (Police). Approved
Motion carried unanimously - (7/0)
10. Consideration and action to approve job order contract(s) PW23-RFQ-JOC01 with selected vendors. (Public Works) Approved
Motion carried unanimously - (7/0)
11. Consideration and action to authorize the City Manager to order 1826 acre feet (AF) of Central Arizona Project (CAP) sub-contract water and pay the associated delivery and recharge fees in the amount of \$615,362 and authorize the finance department to make any Approved

necessary transfers. (Public Works)
Motion carried unanimously - (7/0)

5. **REGULAR AGENDA**

6. **CITY MANAGER'S COMMENTS & SUMMARY OF CURRENT EVENTS**

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions.

7. **MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS**

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

8. **EXECUTIVE SESSION**

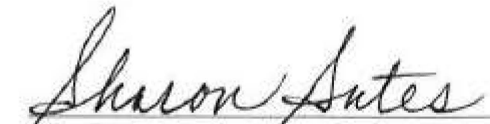
1. Consideration and action to adjourn into Executive Session pursuant to A.R.S. § 38-431.03.A.4. for the purpose of reviewing pending litigation cases and pursuant to A.R.S. § 38-431.03.A.1 for the purpose of a performance review of the City Clerk. (Mayor and Council) Approved
Motion carried unanimously - (7/0)

9. **ADJOURNMENT**

Accommodations for Individuals with Disabilities -Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 10000 N El Mirage Road, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

AFFIDAVIT OF POSTING - CITY COUNCIL MEETING OF SEPTEMBER 6, 2023

I hereby certify that this agenda was posted by 2:00 p.m. on Wednesday, August 30, 2023 at the following locations: 1) the City of El Mirage Exterior Bulletin Board at 10000 N. El Mirage Road, and 2) the City of El Mirage website at www.elmirageaz.gov.


Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 08/16/2023	TYPE OF ACTION: Contract	SUBJECT: Consideration and action to enter into a three-year contract with Vector Solutions for the use of their scheduling software with a one-time cost of \$800.00 plus \$6,096.80 annually (Police). <i>Motion carried unanimously - (7/0)</i>
DATE ACTION REQUESTED: 09/06/2023		
AGENDA SECTION: Consent		

TO: Mayor and Council
FROM: Paul Marzocca, Police Chief

RECOMMENDATION:

Approve entering into a three-year contract with Vector Solutions for the use of their scheduling software with a one-time cost of \$800.00 plus \$6,096.80 annually.

PROPOSED MOTION:

I move to approve the three-year contract with Vector Solutions as presented.

BACKGROUND:

Currently, PD utilizes an archaic method of staff scheduling and these processes are not always followed or tracked, which has led to staff shortages, creating coverage issues. Vector's scheduling system would allow employees, supervisors, and managers the ability to efficiently and effectively monitor coverage through both web-based and phone application platforms. Shifts for both Administration and Operations would be visible, allowing quick access to any staffing issues in one centralized system. Vector Scheduling allows for minimum staffing alarms when a shift must be covered. Automated callback filters can be established to contact staff for filling a shift. Time off requests can also be handled through the system, bypassing the need to have multiple calendars (Outlook, Google, etc). The system also has the ability to be teamed with the city's future payroll system to further streamline data entry.

BUDGETED: Yes

SUFFICIENT FUNDS: Yes

CIP: No

MULTI-YEAR: Yes

Fiscal Impact

AMOUNT REQUESTED: \$6,896.80

FISCAL YEAR: FY 24

ACCOUNT TO BE CHARGED: 111-5-2111-265

Attachments
Contract & 3 Quotes
