



Date: July 20, 2022

To: Darrel Pyle, City Manager  
City of Norman

From: Ricky Jackson, Deputy Chief  
Norman Police Department

Subject: Request to purchase Deploy Plus Data-driven Patrol  
Workload Analysis and Scheduling Software

The Police Department is seeking your permission to purchase Deploy Plus, a police patrol staffing, scheduling, and deployment services software platform from Corona Solutions for \$30,450.

Funding for this project is being secured through the 2021 and 2022 Justice Assistance Grants and will be paid over the two year period.

Recent personnel and staffing trends show a reduction in available commissioned personnel. Deploy Plus relies on linking our records data (RMS) with our call information (CAD) to identify optimal times, days of the week, and areas where the department should consider deploying officers. The software summarizes the average time consumed per officer in different categories. Per-officer time can be projected into the future with varying schedules of patrol or staffing levels.

Please refer to the attached overview for more information and detail.

Attached is Corona Solution's Service Subscription Agreement for your review and signature.

Thank you in advance for your time and consideration of this matter.

RJ/lt

Reviewed by:

Tim Powers, Director of Information Technology

Approved

Disapproved

\_\_\_\_\_

office memorandum



# CORONA SOLUTIONS

## Deploy Plus Service Subscription Agreement

This Agreement made this 20<sup>th</sup> day of July, 2022 between Corona Software Inc., dba Corona Solutions, a Colorado corporation with offices at 4610 S Ulster Street, Suite 150, Denver, Colorado 80237 hereafter referred to as the Company and the City of Norman at 201 West Gray, Building B, Norman, Oklahoma 73069 thereafter referred to as the Client.

### 1 Description of Service

Deploy Plus, hereafter referred to as DP, is a subscription reporting service produced by Corona Solutions and delivered via email to the Client one time per subscription year.

### 2 Term of Service Subscription

The subscription to DP shall commence on the first date that current data is received by the Company from Client for processing and becomes available use in DP reports, and shall continue thereafter for a period of one year unless terminated earlier pursuant to Section 10 of this Agreement.

### 3 Privacy and Security

The Company shall use its best efforts to maintain the privacy and security of the Client's data, including the following:

- A. The Company shall maintain the data on a secure site, using a secure socket layer (SSL) to guard against unauthorized access.
- B. The Company shall limit access to the Client's data to those employees, contractors and other individuals associated with the Company who are necessary to provide DP to the Client.
- C. The Company shall make the Client's data available to any additional individuals specified by Client.
- D. The Company may, from time to time, at its sole discretion, implement additional security measures to maintain the privacy and security of the Client's data. The existence and configuration of these additional security measures comprise confidential information to the Company and will not be released to the Client or the public.
- E. The Company will not release any data, reports, graphs of data, or any other information relating to the Client, to any person or entity without the Client's prior written permission.

### 4 Mutual Indemnification

The Company agrees to defend, indemnify, and hold harmless the Client, its officials, employees, and agents from all loss, cost, and expense, which shall include attorneys' fees and court costs, arising out of any loss or injury sustained by anyone in connection with Company acts, errors, or omissions, or any of those of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and the Company shall pay for any



and all damages to Client's property and funds, or loss or theft of such property or funds, as well as any product or service, financial injury or technology-related injury. The Provisions of this Article do not apply to any damage or loss caused solely by the acts, errors, or omissions of the Client, its officials, and employees.

The Client agrees to defend, indemnify, and hold harmless Company, its officers, employees, and agents from all loss, cost, and expense, which shall include attorneys' fees and court costs, arising out of any loss or injury sustained by anyone in connection with the Client's acts, errors, or omissions, or any of those of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and shall pay for any and all damages to Company property and or loss or theft of such property or funds as well as any product or service, financial injury or technology-related injury. The Provisions of this Article do not apply to any damage or loss caused solely by the acts, errors, or omissions of Company, its officers, employees, or agents.

## **5 Liaison**

The Client will designate in writing one Liaison person as the primary contact and one Liaison person as a secondary contact between the Client and the Company. The Liaison will be responsible for:

- A. Facilitating data transfer to the Company
- B. Managing additions/deletions to the list of authorized users
- C. Receiving statements from the Company
- D. Sending requests for service changes to the Company

## **6 Support**

The Company agrees to provide Internet and telephone technical support to the Client while this Agreement is in effect between the Company and the Client. This technical support includes assisting the Client with difficulties encountered in the installation or operation of the Software.

## **7 Pricing and Payment Terms**

The Client agrees to pay an annual subscription fee in advance for one (1) year of DP reports, delivered one time throughout the year, as set forth on Schedule A to this Agreement. Payment will be due within thirty (30) days of signing agreement.

The Client is responsible for any applicable taxes and/or fees.

## **8 Termination of DP Subscription**

This Agreement may be terminated by either party by providing written notice thirty (30) days prior to termination to the other party subject to the following conditions:

- A. If there is a material breach of the terms of this Agreement by the Company, the Client may request that DP be terminated immediately. If such occurs, then the Company will refund any amounts paid by the Client for unused subscription pro-rated based on the date of termination. If the termination occurs while the Client is in arrears for payment of subscription services, then the Client will pay the company the amount necessary to bring the account current as of the date of termination.
- B. If there is a material breach of the terms of this Agreement by the Client, the Company may immediately terminate service to the Client and no more DP reports will be issued. In the event of such termination, the Client agrees to pay the Company as follows:



1. If the termination of the subscription to DP is within one year of the initiation of subscription by the Company to the Client, the Client agrees to pay the full amount of the annual fee as set forth on Schedule A to this Agreement.
2. If the termination of DP by the Company under this section is later than one year from the date the subscription commenced, the Client agrees to pay an amount equal to one month of Service to be determined by pro-rating the annual subscription amount.

## 9 Renewal

No later than forty-five (45) days prior to the termination of the first subscription term, the Company will provide to the Client a quote for the cost for retention of the subscription for the next year. If the Client chooses not to extend the subscription, the Client will provide written notice of its intent not to renew the subscription to DP to the Company no later than fifteen (15) days prior to the termination of the subscriptions. If the Company is so advised, then the subscription will terminate on the anniversary date or another date as agreed to by the Company and the Client, and all charges for and issues of the DP reports will cease.

## 10 Discontinuance of DP Subscription

If the Company decides to discontinue DP as a line of business, the Company will notify the Client as soon as practical, but in no case less than thirty (30) days prior to the cessation of service. As of the date of termination of DP under this section, the Company will refund any unused portion of the annual subscription fee to the Client. If DP reports are provided at any time during a calendar month, then the service will be considered to have been provided for the entire calendar month.

At the termination of all service to the Client, all of the Client's data will be deleted from the Company's active servers.

## 11 Copyright

The parties acknowledge that the DP reports, which are copyrighted, are the sole and exclusive production of the Company and constitutes a publication of the Company. The Client and associated agents agree not to sell, transfer, publish, disclose, or otherwise make the reports available to third parties claiming reports as their own production. The Client agrees to instruct the Client's employees of the Client's copyright obligations pursuant to this agreement. The Client shall take all steps to protect the copyright of the DP reports. The Client's obligation as to the copyright of the reports shall survive the termination of this Subscription Agreement.

## 12 Disclaimers

There are no warranties, claims, or representations made by the company, either express or implied, by statute or otherwise, with respect to the service as to quality, performance, merchantability, completeness, or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance, or trade usage.

Some states or jurisdictions do not permit the disclaimer of implied warranties, so this disclaimer may not apply. In states or jurisdictions that prohibit disclaimer of implied warranties except as to duration, the implied warranty disclaimers in the paragraph are effective upon the expiration of ninety (90) days.



## 13 Counterparts and electronic signature

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Further, the Parties may execute this agreement via electronic or digital signature, which shall have the same force and effect as wet signatures.

## 14 Miscellaneous

This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed (i) to give either party the power to direct and control the day-to-day activities of the other, (ii) to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) to allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to re-negotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless it is in writing and is signed by the party to be charged. The failure by either party to enforce any rights hereunder shall not be construed as a waiver of any rights of such party.

In the event of any arbitration or litigation being filed or instituted between the parties concerning this Agreement, the prevailing party will be entitled to receive from the other party or parties its attorneys' fees, witness fees, costs and expenses, court costs and other reasonable expenses, whether such controversy, claim or action is prosecuted to judgment or other form of relief.

If the performance of this Agreement or any obligations (other than payment obligations) hereunder is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of the parties, the party so affected upon giving prompt notice to the other party shall be excused from such performance during such prevention, restriction or interference.

This Agreement shall be construed and interpreted under the laws of the State of Colorado and the United States of America, regardless of the choice of law rules therein.

Notice by any party under this Agreement shall be in writing and personally delivered or given by registered or certified mail, overnight courier, or email, addressed to the other party at its address given herein, or at any such other address as may be communicated to the notifying party in writing, including email, and shall be



deemed to have been received when delivered (in the case of overnight courier, personal service or email (as evidenced by a confirmation receipt or confirmation of receipt) or, three business days after deposit into the U.S. Mail (if sent by registered or certified mail).

SIGNED:

FOR THE COMPANY

Daniel R Harris, President  
Daniel R Harris, President

Date: 7/20/2022

FOR THE CLIENT

[Signature]  
CITY MANAGER DARRYL PYLE

Date: 7/19/22



**Schedule A  
Payment Schedule**

Total

Invoiced upon agreement execution:

<b>Partial First Year Deploy Plus Annual Subscription Fee</b>	\$7,400.00
<b>Partial Setup Fees</b> (Installation, Strategic Staffing Workshop, Project Management)	<u>\$6,225.00</u>
<b>Total</b>	<b>\$15,225.00</b>

Invoiced on October 1<sup>st</sup> 2022:

<b>Remaining First Year Deploy Plus Annual Subscription Fee</b>	\$7,400.00
<b>Remaining Setup Fees</b> (Installation, Strategic Staffing Workshop, Project Management)	<u>\$6,225.00</u>
<b>Total</b>	<b>\$15,225.00</b>

Item 1: First year renewal based on total DP annual fee = \$14,800.00





5177 S Fraser Way  
Aurora, CO 80015  
720-685-9550

## Sole Source Statement 11-Oct-2021

Corona Solutions' web application, *Deploy*, offers a unique utilization of a mathematical queuing model to patrol workload data with artificial intelligence algorithms specifically designed for patrol deployment, staffing, scheduling, shift loading, and roster building. It is also the only available solution that can project performance metrics resulting from the application of any patrol schedule pattern.

These functions are available exclusively through our *Deploy Plus* service and *Deploy* web application. Corona Solutions is the sole authorized provider in the United States and has not authorized any other parties to provide maintenance and support of our products. Consequently, Corona Solutions is the sole provider of maintenance and support for *Deploy Plus* and *Deploy*.

Additionally, Corona Solutions is the sole provider of the Softlynx™ software application, which automatically uploads data from a CAD database using the specific layout needed to feed the analyses by the aforementioned products.



Dan Harris, President  
Corona Solutions