



CONSENT CALENDAR

Agenda Item # 6

AGENDA REPORT SUMMARY

Meeting Date: November 24, 2020

Subject: Police Records Management System (RMS)

Prepared by: Judy Maloney, Police Services Manager

Reviewed by: Andrew Galea, Police Chief

Approved by: Chris Jordan, City Manager

Attachment(s):

1. Tri-Cities Projected Costs Sharing
2. Sunridge Systems Inc Software and Services Contract

Initiated by:

Police Department Staff

Previous Council Consideration:

2012 - CIP 00923

Fiscal Impact:

Total cost is \$1,440,054.00 for the Cities of Los Altos, Mountain View, and Palo Alto. Los Altos' portion based on the cost-sharing formula is \$377,505.15. Hardware and licensing costs are pending and estimated not to exceed \$100,000. Los Altos' portion of hardware and licensing costs will not exceed \$35,000. Annual maintenance for the city after the first year (years 2-5) will be \$37,490.89.

- Breakdown of funds to be used (Technology Fund):
 - o \$342,505.15 software and services (implementation plus first year maintenance included)
 - o Hardware and licensing costs pending but not to exceed \$35,000 (25.12% of total cost for three cities)
 - o 37,490.89 annual maintenance for year 2 - 5 (included in General Fund Budget)
- Amount already included in approved budget: \$350K (RMS and CAD projects)
- Amount above budget requested: not to exceed \$27,505.15 from Technology Fund

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

Not applicable

City Manager

CJ

Reviewed By:

City Attorney

JH

Finance Director

SE



Subject: Police Records Management System (RMS)

Summary:

- Our current Records Management System (RMS) was implemented in 1999.
- The new RMS will allow for paperless reporting and automated in-filed reporting for officers.
- Purchasing the system as part of the virtual consolidation project will allow us to share implementation and support costs and data between the three cities.

Staff Recommendation:

Staff recommends approval for additional funding of \$187,028.58 to the original approved project from the Technology Fund. \$150K is from existing CAD project dollars within the Technology Fund.

Staff recommends that Council approves the use of existing \$350,000 in IT reserve (Technology Fund) to fund the RMS project due to the urgency of replacing our 20+ year old RMS system. Prior to the start of upgrading the existing CAD, staff will bring funding recommendation/request to Council for consideration and approval. Staff requests approval for a one-time additional budget of \$27,505.15 from the Technology Fund.

Purpose

Replace outdated existing RMS and complete the last phase of the virtual consolidation project between the three cities of Los Altos, Mountain View and Palo Alto.

Background

In 2012, the City Council authorized CIP funding of \$1,000,000 for the joint CAD and RMS project between the three Cities of Los Altos, Mountain View, and Palo Alto. In March of 2014, the three cities went live with the Hexagon CAD system. In October 2014, we started the second phase of the CIP and began our efforts in implementing the Hexagon WebRMS product. After several years, the three cities concluded that the system will not be able to deliver and meet the needs of our three agencies. The three cities terminated the contract with Hexagon and their WebRMS product in March 2019. The total cost to terminate the contract was \$150,000 and Los Altos' portion was \$37,000.

In July 2019, the City of Los Altos issued a Request for Proposals (RFP) for all three cities for a new RMS. A committee consisting of employees at all levels and positions within the three city police departments was created. The committee was tasked with identifying RMS companies, coordinating demonstrations, and conducting site visits to other agencies. The committee sought vendors with excellent reputations of customer service and support and that provided a proven superior product.

In November 2019, in response to the published RFP, five companies submitted proposals. Staff assessed each proposal via an assessment point rating scale based on system costs, compliance to interface needs and essential functions as defined in the RFP, completeness of proposal, level of



Subject: Police Records Management System (RMS)

service, general experience, qualifications, and years of experience. The committee also assessed the financial stability, resources of the proposer, proof of successful implementation in similar projects, sample timeliness based on prior project experience, responsiveness the proposer commits to the committee, economic feasibility and justification of all project costs, and proposer's willingness and ability to negotiate a contract acceptable to the committee's city councils. Sun Ridge Systems, Inc. (RIMS) was the only vendor that passed all categories and was recommended by the selection committee as the preferred solution. The cities of Los Altos, Palo Alto, and Mountain View's executives and legal counsel have approved the content of the agreement.

Total joint system cost is \$1,440,054.00. The City's portion, based on the proposed cost-sharing formula between the Cities of Los Altos, Palo Alto, and Mountain View is \$342,505.15. Maintenance for the first year is included in the implementation price. Years 2-5 will be 37,490.89 annually and funds will be requested as part of the police department's operational budget. The original CIP 00923 totaled \$1,000,000 for the joint CAD and RMS project in 2012. \$190,476.42 was encumbered. In June 2020, \$100,000 of the Information Technology funds were set aside for RMS and \$250,000 was set aside for a CAD upgrade. The \$250,000 approved for the CAD upgrade will be shifted to complete the RMS project.

Discussion/Analysis

Our current RMS system was implemented in 1999 and is outdated. The current system does not allow for us to do automated in-field reporting or paperless reporting. This is the final phase of the virtual consolidation between the three cities. We currently share our 9-1-1 phone equipment and CAD.

Options

- 1) Purchase the SunRidge Records Management System

Advantages:

The three cities will have a modern records management system capable of sharing data.

Disadvantages:

None

- 2) Continue with the current RMS system.

Advantages:

None



Subject: Police Records Management System (RMS)

Disadvantages:

Our current system has been acquired by another company. The new company will not be providing any future updates and the system does not comply with federal mandated crime statistical reporting requirements (NBIRS).

Recommendation:

The staff recommends Option 1.

RMS Initial Cost

(For RMS-FBR Related Costs Only - Excludes Stanford University Community)

\$1,191,840.00

	Los Altos	Mountain View	Palo Alto	
50% Equally Shared	16.67% \$198,640.00	16.67% \$198,640.00	16.67% \$198,640.00	
50% Based on Population	8.454% \$100,758.15	23.087% \$275,160.10	18.459% \$220,001.75	
Agency totals	\$299,398.15	\$473,800.10	\$418,641.74	\$1,191,840.00
	25.12%	39.75%	35.13%	
PA specific (includes RIMS CAD)			\$202,607.00	
MV specific (Laserfische link)		\$2,500.00		
LA specific (Data Conversion)	\$43,107.00			
	\$342,505.15	\$476,300.10	\$621,248.74	\$1,440,054.00

Annual Support (For RMS-FBR Related Costs Only Support Annually - Excludes Stanford University Community)

	Los Altos		Mountain View		Palo Alto		
Annual Support	\$153,144.00						
50% Equally Shared	16.67%	\$25,524.00	16.67%	\$25,524.00	16.67%	\$25,524.00	
50% Based on Population	8.454%	\$12,947	23.087%	\$35,356.36	18.459%	\$28,268.85	
Agency totals		\$38,470.79		\$60,880.36		\$53,792.85	\$153,144.00
		25.12%		39.75%		35.13%	
PA specific CAD						\$22,500.00	
		\$37,490.89		\$59,329.44		\$76,292.85	

SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement (this "Agreement") is executed in counterparts as of November 9, 2020, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and the City of Los Altos, a municipal corporation; the City of Mountain View, a California charter city and municipal corporation; and the City of Palo Alto, a California charter city (collectively referred to herein as the "City," or sometimes as the "Cities"), located c/o the City of Los Altos Police Department at 1 N. San Antonio Road, Los Altos, CA 94022.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. City Project Manager. Sun Ridge shall work under the general direction of Judy Maloney, Los Altos Police Services Manager (the "City Project Manager"), in fulfilling this Agreement. Notwithstanding the foregoing and provisions for giving notices as set forth in Section 13e below, Sun Ridge and the Cities acknowledge and agree that Sun Ridge will communicate directly with personnel of one or more of the Cities from time to time to address issues that may be specific to a particular city's as deemed necessary in connection with the installation and testing of the Software ("Project-Level Communications").

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the "Project") described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following schedule ("Payment Schedule"):

<u>Milestone</u>	<u>Amount of Payment</u>
Contract Signing	25% of Contract Amount
Software Installation Complete	25% of Contract Amount
Training Complete	25% of Contract Amount
Final Acceptance	25% of Contract Amount

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control. Notwithstanding the foregoing, no payment shall be due from the City if Sun Ridge has not performed to the City's reasonable satisfaction or is otherwise in default hereunder; provided, however, that payment shall be due promptly upon Sun Ridge's cure of such default to the City's reasonable satisfaction.

Section 5. Invoices. Invoices shall be sent to:

Mountain View Police Department

ATTN: Jennifer Copeland, Support Services Manager
1000 Villa Street
Mountain View, CA 94041

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City's receipt thereof.

In addition to any other amounts for which City is liable under this Agreement, City agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if City fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after City's receipt of an invoice from Sun Ridge. In addition, any invoiced amounts that are due and owing under this Agreement which City fails to pay to Sun Ridge within ninety (90) days after City's receipt of an invoice from Sun Ridge shall thereafter bear simple interest at the rate of ten percent (10%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software to the City's reasonable satisfaction, the completion by Sun Ridge of all training and other Services to the City's reasonable satisfaction, and the payment by the City to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, (i) the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9, (ii) the obligations set forth in Section 10(a) shall survive this Agreement, and (iii) the Software Support Services Agreement attached as Exhibit C hereto shall remain in effect until it is terminated pursuant to its terms.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCT.

Section 8. Final Acceptance. For thirty (30) days from the beginning of Agency's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Initial Test Period"), the City shall test the system for defects and anomalies. For purposes of this Agreement, "Operational Use" means the use of the Software in the course of any one of the Cities' daily business activities. The City shall thereafter accept or reject the Software as follows:

a. If, at the end of the Initial Test Period, the City determines that the Software is performing to the City's satisfaction, then a notice of final acceptance of the Software ("Final Acceptance") and authorization of final payment to Sun Ridge will be processed by the City. If the City fails to provide written Final Acceptance prior to the termination of the Initial Test Period, the Software shall nonetheless be deemed accepted by the City unless prior to the termination of the Initial Test Period the City notifies Sun Ridge in writing of, (i) any remaining problems with the Software, or (ii) the City's decision not to accept the Software (in which case the parties shall proceed as described in Section 8.b.ii below). Upon Final Acceptance or deemed acceptance of the Software by the City, the parties shall proceed as described in Section 8.b.i below. However, if during the Initial Test Period it is determined that the Software is not performing satisfactorily, then the City shall identify problems in writing to Sun Ridge no later than the last day of the Initial Test Period, and shall work with Sun Ridge for the next forty-five (45) days to resolve those problems (the "Second Test Period").

b. At the end of the Second Test Period, one of the following shall occur as applicable:

i. If the City determines that the Software is performing to its satisfaction, it shall immediately provide written Final Acceptance of the Software and, upon receipt of a valid invoice, shall process and pay the Final Acceptance milestone payment. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement attached hereto as Exhibit C.

ii. If the City decides not to accept the Software, then it must so notify Sun Ridge within five (5) business days of the end of the Second Test Period. This Agreement shall be terminated (except as to the obligations of Section 10(a) and all other provisions of this Agreement that expressly survive its termination), as of the date of such notice and all payments already made by the City to Sun Ridge, less the reasonable cost of project management, installation, data conversion, and training services provided up to the date of termination, shall be returned to the City within thirty (30) calendar days, and the City immediately shall cease to use the Software and erase all copies thereof.

iii. If the City fails to provide written Final Acceptance or to notify Sun Ridge that it will not accept the Software, then the Software shall be deemed accepted by the City, and the City shall proceed as described in Section 8.b.i above as if written Final Acceptance had been given.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software on all computers in the City's possession and control, or in any other agencies' possession and control if explicitly agreed to in writing by Sun Ridge;

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized;

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party;

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency;

v. The City and its employees and agents shall not cause the use of the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component;

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge;

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software; and

viii. The City acknowledges that the Software and the Documentation (as defined below) constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance or deemed acceptance of the Software by the City, and shall continue until the License is terminated as provided below (provided, however, that the City's use and testing of the Software prior to Final Acceptance or deemed acceptance of the Software in accordance with this Agreement shall not constitute unlicensed use of the Software):

i. Sun Ridge may immediately terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving written notice of such termination to the City. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The City may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 10 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, shareholders, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any alleged infringement of a third-party's intellectual property rights, or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder; provided, however, that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or willful misconduct of the City or its employees, agents or other contractors (but only to the extent of such fault). Nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to Claims arising out of the City's use or inability to use the Software (but only to the extent such Claims arise from such use or inability to use the Software). This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of \$1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property

damage personal injury; coverage includes products and completed operations. Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide that the policy shall operate as primary insurance, and shall be non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with City upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation, or change in coverage.

Section 11. Termination Rights. This Agreement may be terminated as set forth in Section 8 or 9 or in Section 7 of Exhibit C, as applicable. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 12. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including the Software source code, the Documentation pertaining thereto, any data or information stored or managed by the City using the Software, and any other information clearly identified in writing by either party as a trade secret pursuant to the Uniform Trade Secrets Act, Civil Code Section 3426, et seq. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law (including the California Public Records Act) to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. "Documentation" means those visually readable materials, developed by or for Sun Ridge and clearly identified by Sun Ridge to the City in writing as confidential, for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law (including the California Public Records Act), rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such

data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law. To the extent that the City withholds any of Sun Ridge's Confidential Information that is responsive to a request for records pursuant to the California Public Records Act, unless Sun Ridge specifically authorizes the City in writing to disclose such Confidential Information, Sun Ridge shall indemnify and defend the City (with counsel reasonably acceptable to the City) in any action or proceeding to compel disclosure, including, without limitation, for costs of suit, attorneys' fees, and other litigation expenses reasonably incurred by the City.

Section 13. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with California Code of Civil Procedure Sections 94 and 95, as though the arbitration were a limited civil proceeding, and with all references to the "court" therein construed to refer to the arbitrator. If Sun Ridge and the City cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the City (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the City, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City Project Manager at the address indicated in the initial paragraph of this Agreement or to Facsimile No. (650) 947-2704; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385. Notices may be given by facsimile transmission to such number as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission. For purposes of this Agreement (including the attached Support Services Agreement), notices or communications relating to approvals, disapprovals, Final Acceptance, non-acceptance, termination, and all other types of notices or communications during or relating to installation, testing and use of the Software (other than Project-Level Communications), to or from the Cities, or any of them, shall only be given by

or sent to the City Project Manager, and notice or communications given by or sent to the City Project Manager in the manner set forth herein will constitute notice from or to each of the Cities, as applicable.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement, including all exhibits hereto, is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

[Signatures on Following Page]

SUN RIDGE SYSTEMS, INC.

City of Los Altos, a California municipal corporation

By:

Anthony B. Richards
Its: President

By:

Its:

Approved as to form by:

City Attorney

City of Palo Alto, a California charter city

City of Mountain View, a California charter city and municipal corporation

By:

Its:

By:

Its:

Approved as to form by:

Approved as to form by:

City Attorney

City Attorney

Exhibit A Scope of Work

Section 1 – Software Licenses

The Cities have purchased licenses for the following RIMS software applications:

- RIMS Computer Aided Dispatch Software (Palo Alto only)
- RIMS Records Management Software
- RIMS Mobile Computer Software
- RIMS In-Station Mapping Software
- RIMS Property Room Bar Coding Software
- Citizen RIMS Public Access Software
- iRIMS Law Mobile App Software
- RIMS Officer Training Management Software
- RIMS CA-IBRS Reporting Software
- RIMS Collaborate Data Sharing Software

The Cities have purchased licenses for the following RIMS interfaces.

- RIMS State (CLETS) Link Software
- RIMS e-Citation Link Software
- RIMS CopLogic Link Software
- RIMS Laserfiche Link Software (Mountain View only)
- RIMS Hexagon CAD Link Software
- RIMS - Additional CAD Transfer Software (Palo Alto only)
- RIMS Crossroads Collision Export Software
- RIMS Dataworks Link Software

Section 2 - Project Schedule. Upon execution of the Agreement, Sun Ridge and the Cities shall define a mutually agreed on project schedule by task. Sun Ridge and the Cities will do their best to meet task completion dates; however, the schedule is flexible and subject to mutually agreed to changes.

Section 3 – Hardware. Sun Ridge shall provide three (3) Worth Data Bar Code scanning units.

Section 4 - Installation. Sun Ridge shall instruct Cities IT on how to install the RIMS client (in-station and mobile) software as well as other RIMS products on Cities provided workstations.

Section 5 – Configuration. Sun Ridge shall provide the following sessions to the Cities' designated RIMS Administrators:

Initial Setup: Consists of two (2) sessions, not to exceed four (4) hours per session instruction on the preliminary configuration of RIMS. Initial Setup is conducted over the phone and via remote access to the Cities' RIMS via remote access. The Cities will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Configuration and Setup: Consists of two (2) contiguous days onsite. This session continues the system setup that was started with the Initial Setup sessions. The RIMS Administrators will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the Cities. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. The RIMS Administrators will additionally be instructed/assisted in setting up the

remaining tables and values needed for the modules the Cities are sharing. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The Cities' records management operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled.

Section 6 - Data Conversion. (Los Altos PD Only). The services listed in the price chart include converting data only from your existing records management system. Converting any other data, including data from third party products, is not included. You are responsible for extracting that data and providing it to us for conversion. Once we receive the extracted data, we will evaluate it to determine which items may be converted into RIMS. As part of our standard data conversion, we attempt to convert the following items. In some instances, not all data may be available or suitable for conversion.

- **People:** Including person name, DOB, contact info, description, ID#'s, officer safety notifications, log entries for connections to cases, for citations and for field contacts
- **Arrest:** Arrestee, date, time, charges, counts, offense level, disposition, booked/cited out
- **Vehicles:** License, state, year, color, type, log entries for connections to case and for field contacts
- **Cases:** Location, date report and data occurred, classification/type, offenses, case disposition and date of disposition, persons, vehicles, narratives, and supplements
- **Property in cases:** category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged and officer.
- **Premises:** Common place name, address, contact person, contact phone number, alarm
- **Streets:** (if electronic street file is available), street name, intersections with block ranges
- **Officers:** Name, ID
- **Users:** Name, ID

CAD and Property Room data will not be converted.

This also includes 2-days of onsite conversion review with a Sun Ridge trainer.

Section 7 - Map Engineering Services. Sun Ridge will provide map engineering services assuming an ESRI-based map source file.

In-Station Mapping Software. The Cities shall provide the ESRI ArcView maps source data file. Sun Ridge will load the Cities supplied ESRI-based maps into RIMS. Sun Ridge is NOT responsible for the accuracy of the Cities' map source. The Cities are responsible for licensing cost for ESRI ArcView. The Cities will need one copy of ArcView GIS v10.1 (or later) that can

be used for the first position, and then a copy of ArcGIS 10.1 (or later) Runtime Engine for each additional in-station unit that will use RIMS Mapping.

Section 8 - Integration. Sun Ridge shall provide RIMS sided interfaces for all third-party software applications listed above. The Cities must coordinate with third-party vendors to complete and test each interface.

Section 9 - Training. Sun Ridge is providing a combination of “end user” and “train the trainer” training all of which shall be conducted on-site at a City provided location(s). Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session.

End User Training

Training Description	Number of Days	Number of Students	Max Per Class
CAD Configuration (PAPD only)	1.5 Days (1 session)	TBD	5
CAD Navigation (PAPD Only)	1.5 Days (1 session)	1 student/workstation	10
System Admin/Follow-Up	1 Day (1 session)	1 student/workstation	10
System Maintenance Training	.5 Day (1 session)	1 student per workstation	10

Train the Trainer

Training Description	Number of Days	Number of Students	Max Per Class
Officers/Field Reporting	3 Days (1 session)	2 students/workstation	20
Records*	1 Day (1 session)	1 student/workstation	10
Property Room*	1 Day (1 session)	1 student/workstation	10
Officer Training Management*	1 Day (1 session)	1 student per workstation	10
Post Go-Live Refresher	3 Days (1 session)	TBD	TBD

*Must Attend Day 1 of Officer/Field Reporting Training

If the Cities determine that additional training sessions/classes are requested, regardless of reason, additional costs will apply and the project schedule will be revised accordingly to accommodate the requested training.

Section 10 - Go Live Support. Four (4) Sun Ridge staff will be on site for Day 1 of Go Live and three (3) staff onsite the day after Go Live to answer questions and to address any system problems.

Section 11 - The Cities' Responsibilities. The Cities are responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Coordinate and schedule resources of the Cities to include IT staff

- Identify RIMS Administrators from each police department
- Provide system and other third-party software including SQL, ERSI Licenses, Windows Server 2019+ (64 bit)
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Coordinate testing of the CLETS Message Switch
- Complete, submit and gain approval of updated DOJ CLETS application
- Contact third party vendors (E911 provider, DOJ and any other necessary third-parties) and coordinate their schedules and costs they may charge the Cities to provide their portion of the interface to RIMS.
- Provide Geofile (aka “street file”) source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure accuracy of the map source
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Schedule the City staff into requisite classes
- Provide end user training schedule to Sun Ridge
- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Purchase a minimum of one (1) DYMO LabelWriter 450 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256 per City Property Room
- Provide all hardware, with the exception of Property Room bar code scanners. The Cities represent it has adequate dedicated space on an SQL database server (“Main”) and a second server (“Communications”) and that these servers meet the minimum requirements outlined below. Moreover, servers have network connectivity and appropriate security containing virus protection software and firewalls. The Cities will provide remote access to Sun Ridge using Sun Ridge’s Bomgar remote access software to allow Sun Ridge to meet its responsibilities under this Agreement.

Main Server		Communications Server
Minimum	Recommended	Minimum
Intel 2.0 GHZ	≥ i7, Xeon or AMD equivalent CPU	Intel 2.0 GHZ
≥ Windows 2012 Server +	Windows 2016 Server +	≥ Windows Server 2012+
8 GB Memory	32 GB Memory	16 GB Memory
3 x current system DB size	3 or more x current system DB size	≥ 100 GB Disk
≥ Microsoft SQL Server 2012+	Microsoft SQL Server 2019	

Monitor Resolution 1920x1080 or greater	Monitor Resolution 1920x1080 or greater	
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The Cities further represents it has personal computers and mobile in-car computers that meet the minimum requirements outlined below:

Personal Computer Workstations		Mobile In-Car Computers
Minimum	Recommended	Minimum
Intel 2.0 GHZ	≥ Intel 2.0 GHZ	Intel 2.0 GHZ
≥ Windows 7+	Windows 10	≥ Windows 7+
4 GB Memory	8 GB Memory	8 GB Memory
Any Size Disk	Any Size Disk	Any Size Disk
1680x1050 monitor resolution 1920x1080 for dispatchers	1920x1080 monitor resolution	1280X1024 monitor resolution
		Wireless-based modem
		≥ 2 USB ports
		Internet Access (if using Google Maps)
		Optional <ul style="list-style-type: none"> • Touch screen • Magnetic Stripe Reader • Microphone for voice recognition • Fingerprint Reader

Exhibit B – Contract Amount

Items	Total
RIMS Records Management Software	\$366,400
RIMS Computer Aided Dispatch (Hexagon Transfer PAPD Only)	\$150,000
RIMS Mobile Computer Software	\$120,000
RIMS State Link Software (CLETS)	\$29,600
RIMS In Station Mapping Software	\$65,000
RIMS Mobile Mapping Software	\$0
RIMS Property Room Bar Coding Software	\$44,800
Citizen RIMS Public Access Software	\$22,960
iRIMS Law Mobile App Software	\$51,200
RIMS Officer Training Management Software	\$12,800
RIMS Collaborate Data Sharing Software	\$26,000
RIMS e-Citation Link Software	\$6,400
RIMS CopLogic Link Software	\$9,300
RIMS CopLink Link Software	\$0
RIMS Laserfiche Link Software (MVPD Only)	\$2,500
RIMS CA-IBRS Reporting Software	\$39,000
RIMS Tyler Warrants Link Software	\$0
RIMS CJIC-ISE Link Software	\$0
RIMS Hexagon CAD Link Software	\$25,000
RIMS - Additional CAD Transfer Software (PAPD Only)	\$12,000
RIMS Crossroad Collision Export Software	\$18,000
RIMS Dataworks Link Software	\$20,000
Installation and Training	\$176,377
Installation and Training CAD (PAPD Only)	\$18,107
Data Conversion – (LAPD RMS Only)	\$43,107
Bar Code Scanner (3 Units)	\$5,100
First Year Support	\$153,144
First Year Support (CAD - PAPD Only)	\$22,500
Sales Tax (9%)	\$459

Total Contract Amount**\$1,440,054**

Annual Support – Years 2 – 5* (Per Year)	\$153,144
Annual Support – Years 2 – 5 (CAD- PAPD Only)(Per Year)	\$ 22,500

*Price would be adjusted if Cities purchase additional modules during this time-period.

Exhibit C – Support Services Agreement

This is a description of the software support, maintenance, and enhancement services to be provided by Sun Ridge Systems, Inc. (“SRS”) to the Cities (“Licensee”) as part of a Software Support Services Agreement (“Agreement”). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective at Operational Use.

Under this agreement SRS agrees to provide the following services and products to Licensee:

1. **Coverage Hours.** SRS will provide a toll free phone number for Licensee to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of common federal holidays (“Holidays”). However, for instances with the Licensee’s system is complete inoperable due to a SRS software problem (“critical problems”) preventing basic system operation service will be available 24 hours, 7 days a week, Holidays included.
2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:
 - a. Most problems will be resolved with the initial phone call.
 - b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
 - For critical problems, SRS personnel will work with Licensee until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee (“non-critical problems”), SRS will endeavor to provide a solution or work around within 72 hours of the problem being reported to SRS by the Licensee.
 - For problems that are not critical problems and are not non-critical problems (“minor problems”) SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee’s system when a problem is reported. SRS uses Bomgar Remote Support Software for this purpose. Bomgar software provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a Bomgar security hardware device.

With Licensee’s permission, SRS will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary.
4. **Provision of software updates.** SRS will provide at no additional cost all new enhanced and updated versions of software licensed to Licensee. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Cost.** The cost of the services and software to be provided under this Support Services Agreement is provided in **Exhibit B.**

6. **Term.** The term of the Support Services Agreement shall be one year from Operational Use payment as set forth in the Agreement, and shall be automatically renewed for another year (the “renewal term”) upon payment of an invoice.
7. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
8. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, which SRS may do or decline to do in its sole discretion, such support services will be provided at SRS’s then-current hourly labor rate and on such other terms and conditions as SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.