AGREEMENT FOR THE INSTALLATION, SUPPORT AND SOFTWARE LICENSE FOR A FULLY-INTEGRATED COMPUTER-AIDED DISPATCH SYSTEM, RECORDS MANAGEMENT, MOBILE COMPUTING AND FIELD REPORTING SYSTEM

Between

The City of San Pablo

and

Sun Ridge Systems, Inc.

THIS AGREEMENT is made this __ day of _____, 2021 (the "Effective Date"), by and between the City of San Pablo ("City"), and Sun Ridge Systems, Inc., ("Contractor") ("Agreement").

Recitals

A. The Cities of Hercules, Pinole and San Pablo ("Tri-City Consortium") entered into the Tri-City Dispatch Services and CAD/RMS Agreement effective May 11, 2017 to consolidate dispatch services provided by the City of Pinole and computer-aided dispatch/records management systems ("CAD/RMS)" provided by the City of San Pablo for the benefit of the police departments at all three cities ("Tri-City Agreement"), as well as dispatch services to the Police Services for the Contra Costa Community College District at the Contra Costa Community College campus through an agreement with the City of San Pablo ("College District Agreement").

B. In order to provide services contemplated by the Tri-City Agreement, the City issued a Request for Proposals (RFP) for the equipment, software and services described for a fully-integrated computer-aided dispatch system, records management, mobile computing and field reporting system for the Tri-City Consortium and use of the computer-aided dispatch system and mobile computing by the City on behalf of the Contra Costa College District Police specific to the CCC Campus in San Pablo (collectively "Project") ("RFP").

C. Contractor submitted a proposal dated October 5, 2020, to provide services and software licenses ("Software") for the Project("Proposal from Sun Ridge Systems").

D. Subsequent to the RFP and the Proposal from Sun Ridge Systems, City and Contractor negotiated a Scope of Work, which is attached and incorporated as Exhibit A ("Scope of Work").

E. Exhibit B is the Support Services Agreement and Exhibit C is the Cost and Payment Schedule which are attached and incorporated herein.

F. Order of precedence of the Exhibits is defined in paragraph 12.9 of this Agreement.

Agreement

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions.

The following terms, when used in this Agreement, shall have the following meanings:

1.1 Defect. "Defect" means the failure of the Software to perform in all material respects in accordance with the Documentation or to perform in all material respects in accordance with such other warranties, descriptions and specifications as may be set forth herein or in a Schedule hereto.

1.2 Documentation. "Documentation" shall mean any and all written or electronic documentation furnished or generally made available to City by Contractor relating to the services or Software for the Project, including the specifications and any operator's, user's or training manuals.

1.3 Intellectual Property. "Intellectual Property" shall mean all inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), concepts, techniques and all other

subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, business methods, technical developments, artwork, software, programming, applets, scripts, and designs.

1.4 License Fee. "License Fee" shall mean the applicable license fee for the Software

1.5 Maintenance Services. "Maintenance Services" has the meaning set forth in Section 5.5; "Party" shall mean the "Contractor" or "City," individually as the context so requires; and "Parties" shall mean the "Contractor" and "City," collectively.

1.6 Software. "Software" shall mean Contractor's proprietary software, in machine-readable, compiled object code format only (unless otherwise specified in a schedule), including any updates but excluding any software not provided by Contractor.

1.7 Third Party Software. "Third Party Software" shall mean any computer programs or Intellectual Property developed or owned by third parties that are incorporated into the Software or provided by Contractor or computer programs or Intellectual Property previously licensed by City and required per this Agreement to be interfaced to Contractor's Software.

1.8 Final Acceptance. "Final Acceptance" has the meaning set forth in Section 5.4.

2. Scope of Services.

2.1 Services. Contractor shall supply the Software and services described for a fully-integrated computer-aided dispatch system, records management, mobile computing and field reporting system for the police departments of the Tri-City Consortium as set forth in the Request for Proposals, the Contractor's Proposal C, and the Scope of Work. In cases of discrepancies, the order of precedence is defined in Section 12.10.

2.2 Commencement of Work. Contractor shall commence work on Project upon execution of this Agreement and complete the tasks within the time frames indicated in the project schedule to be mutually defined by the Parties with completion no later than May 1, 2022 unless mutually agreed to the Parties or subject to the reasons in Section 12.1.

2.3 Access and Policies. Tri-City Consortium will permit Contractor access to its offices and any other facilities necessary for Contractor to provide the Software, equipment and services for the Project. Contractor agrees to, and cause its personnel to, abide by facilities access and use policies.

2.4 Criminal Justice Information Services (CJIS)

Requirements. Contractor agrees to comply with the most current CJIS Security Policy https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center in connection with its access to data, including CJIS-defined policies for remote access and for any hosting facility. Contractor certifies that it and its employees and agents will remain in compliance with CJIS requirements including but not limited to the following CJIS requirements: (a) Contractor agrees to use training, policy and procedures to ensure proper handling, processing, storing and communication protocols for data; (b) Contractor agrees to protect the Project and data by auditing activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Contractor shall only provide access to the Project through BeyondTrust remote access software, which Contractor shall separately obtain and pay for outside of this Scope of Work; (d) Contractor agrees to retain for 26 months activity transaction logs to enable auditing; and (e) Contractor agrees to perform independent employment background screening for its staff per CJIS requirements at Contractor's own expense.

Contractor shall execute any documents required to comply with CJIS or other non-disclosure restrictions regarding data required to comply with applicable law, including but not limited to the latest CLETS requirements. Contractor shall obtain City's written approval to use any hosting facility other than Azure Government Cloud at Microsoft or Amazon Government Cloud. Contractor shall notify City if it changes from one approved cloud provider to another approved cloud provider.

2.5 Use Restrictions. All data is owned by Tri-City Consortium. Contractor has no rights to use the data of the Tri-City Consortium and shall keep all such data confidential. Contractor shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the data of the Tri-City Consortium available to any third party; (b) send spam or otherwise duplicative or unsolicited messages; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Project or the data contained therein; or (f) attempt to gain unauthorized access to the Project or its related systems or networks.

2.6 City's Representative. Lt. John Benone or designee shall serve as the City's representative for this Agreement.

2.7 Contractor's Representative. Carol Jackson shall serve as the Contractor's representative for this Agreement. The City reserves the right to request that the Contractor's Representative be re-assigned.

3. Grant and Scope of Software License.

3.1 Grant of License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Contractor hereby grants to City and the Tri-City Consortium a

non-exclusive and non-transferable license, to use the Software ("License") described in this Agreement for its normal business purposes substantially as they exist as of the date of commencement of the Agreement, commencing upon the City's Final Acceptance of such Software pursuant to Section 5.4 and continuing thereafter until terminated in accordance with the provisions of this Agreement as may be amended. 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 Contractor.

3.2   Conditions of License. The following additional terms, conditions and limitations apply to the License:

3.2.1 The City may use the Software on all computers defined as the agencies of the Tri-City Consortium and in any other agencies explicitly agreed to in writing by Contractor. The Contra Costa Community College District may us the RIMS Mobile Computer Software on mobile devices.

3.2.2 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 Contractor has expressly authorized.

3.2.3 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 of copies thereof to any third party.

3.2.4 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.

3.2.5 The City shall not knowingly use 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.

3.2.6 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.

3.2.7 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.

3.2.8 The City acknowledges that the Software and the Documentation related to the Software constitute trade secrets of Contractor. The City agrees to maintain the confidentiality of the Software and the Documentation pursuant to Section 10 of this Agreement.

3.3   Term of License. The term of the License shall commence upon Final Acceptance of the Software by the City, and shall continue until the License is terminated as provided below.

3.3.1 In the event of any failure by the City to comply with the terms or conditions of this Agreement, Contractor shall give written notice of default to the City with 30 days to cure the default or a reasonable time if the default is not capable of being cured in 30 days, before issuing a written notice of termination 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 Contractor.

3.3.2 The City may terminate the License at any time by giving written notice thereof to Contractor and by destroying or returning to Contractor 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 Contractor.

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

3.4   Software Versions. Contractor 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.

3.5   Intellectual Property Rights. Except as expressly provided in this Agreement, Contractor retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

3.6   Use Limitations. City agrees that except to the extent permitted in this Agreement or as permitted by applicable copyright law, it will not modify, de-compile, disassemble, or reverse engineer the Software, in whole or in part.

3.7   Title. All plans, studies, documents and other writings delivered to the City or Tri-City Consortium by Contractor in the course of implementing this Agreement, except working notes, Documentation as set forth below and Software, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party.

3.8   Documentation.   Contractor   shall   supply Documentation to the City in electronic format. City may print the documentation as needed. Any diagrams developed as part of the Project will be provided to the City electronically in PowerPoint format. Contractor shall, at its expense, provide such reports, plans, studies, documents and other writings to City upon written request.

3.9 Updates. Contractor shall provide Updates, including but not limited to any bug fixes, corrections and other similar modifications, to City of any Software provided by Contractor licensed or sublicensed under this Agreement at no additional charge so long as City continues to acquire and pay for annual maintenance or support services with respect to such Software. All Updates shall be provided with any applicable Documentation.

4. Compensation, Invoice and Payment.

4.1 Compensation. City shall pay Contractor in accordance with the Payment Schedule attached as Exhibit C. City shall pay Contractor an amount not to exceed $1,418,259, such amount shall include all services and License Fees as described in Exhibit A. The amount stated above is the entire compensation payable to Contractor pursuant to this Agreement without written authorization from the City in the form of a written amendment to this Agreement.

4.2 Invoices. Contractor shall submit milestone billings to City describing the milestones achieved as set forth in Exhibit C. City will pay approved invoices within thirty (30) days after receipt unless otherwise specified.

4.3 Taxes. All fees are exclusive of all taxes, duties or levies, however designated or computed. City shall be responsible for and pay all taxes based upon the use of Contractor Products, or the program storage media, or upon payments due under this Agreement including, but not limited to, sales, use, or value-added taxes, duties, withholding taxes and other assessments now or hereafter imposed on or in connection with this Agreement or with any Maintenance Agreement granted hereunder, exclusive of taxes based upon Contractor's net income. In lieu thereof, City shall provide to Contractor a tax or other levy exemption certificate acceptable to the taxing or other levying authority.

5. Delivery and Installation and Maintenance.

5.1 Delivery. Contractor agrees to deliver the services and Software onto the City supplied computer servers as described in Exhibit D but not later than May 1, 2022 or as otherwise mutually agreed or if extended for the reasons set forth in Section 12.1. In the event that Contractor fails to do so, City may withhold any current or future payments owed to Contractor until Contractor completes delivery.

For delays attributable to or requested by the City, City agrees that the project schedule may be rescheduled at the discretion of the Contractor.

5.2 Installation. Contractor agrees to install the Software with support from the City, as described in Exhibit A.

5.3 Training. Contractor shall provide the training services, and number of classes, as described in Exhibit A.

5.4 Final Acceptance.: For thirty (30) days from the beginning of City's Operational Use of the Software or forty (40) days after the completion of installation and training by Contractor, whichever comes first (the "Test Period"), City shall test the system for Defects and anomalies. "Operational Use" is defined as the City's use of the Contractor's Software in the course of the City's daily business activities. During the Test Period, Contractor shall address and attempt to resolve issues with the Software identified by the City under the Software Support Services Agreement (Exhibit B). At the end of the Test Period, City shall accept or reject the Software as follows:

5.4.1 1If City determines that the Software is performing to its satisfaction, it shall immediately provide written notice to Contractor of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Contractor, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone payment amounts. 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 (Exhibit B).

5.4.2 If City decides to not accept the Software, then it must so notify Contractor in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by City to Contractor, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to City by Contractor within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

5.4.3 If City fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then City's final acceptance of the Software shall be considered to have occurred and City and Contractor shall proceed as described in section 5.4.1 above.

5.5 Maintenance Services. Maintenance and support services for the Software ("Maintenance Services") may be purchased by City in accordance with the Support Services Agreement attached hereto as Exhibit B. This Agreement shall continue during the term of any Support Services Agreement.

5.5.1 Maintenance Services shall be provided on an annual renewable term basis. Contractor shall notify City via invoice thirty (30) days prior to any renewal including any increases in costs after year 3 applicable to year 4 or later to allow City the option to decline the renewal ("Notice of Renewal"). No renewal shall be valid unless or until City pays an annual support invoice provided by Contractor to City or City advises Contractor in writing that is will not renew Maintenance Services. Notwithstanding the foregoing, any termination of this Agreement pursuant to Section 11 automatically terminates any Maintenance Services. Commencing upon the date of the start of the Test Period and continuing thereafter in accordance with the provisions of this

Agreement, Contractor agrees to provide the maintenance services for Software ("Maintenance Services") set forth in Exhibit B.

5.5.2 Contractor shall correct any failure of the Software to operate in accordance with this Agreement as specified in Exhibit B.

5.5.3 Contractor shall provide to City any updates to the Software.

6. Warranties.

6.1 Contractor's Warranties. Contractor represents and warrants that: (1) it will provide the Software and services for the Project in a professional manner consistent with general industry standards; (2) it has title to the services, and Software; (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted, 4) upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. Contractor 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.

6.2 Disclaimer of Other Warranties. THE WARRANTIES SET FORTH IN SECTION 6.1 ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE AND/OR THE PROJECT, EXPRESS OR IMPLIED, AND CONTRACTOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Indemnification.

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless the City, Tri-City Consortium, Contra Costa College District and their elected and appointed officers, officials, employees, agents, contractors and consultants (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys' fees and costs of litigation) (individually and collectively, "Liability") of every nature arising out of or in connection with (i) the Software violating or infringing upon any patent, trademark, copyright, service mark, trade secret, mask work or other intellectual property right or proprietary right of any third party, (ii) the negligence or willful misconduct of any employee or agent of Contractor occurring during or as a result of Contractor's performance of its obligations hereunder; or (iii) Contractor's entry or presence on any of the Tri-City Consortium member's property in connection with the performance of any services related to this Agreement, provided that for any Liability described in subsections (ii) and (iii) above, Contractor shall have no obligation to defend or indemnify any of the Indemnitees hereunder to the extent such Liability arises from or is the result of the negligence of the Indemnitee or its employees, agents or other contractors nor shall the foregoing indemnity, defense and hold harmless obligations of Contractor extend to or cover any Liability arising from or relating to claims of defects or errors in the Software or the use or misuse of the Software by City, an Indemnitee, or any other party. This indemnity obligation shall survive the expiration, cancellation, or termination of this Agreement.

7.2 Indemnification Procedure. If a claim is made against Indemnitees that is covered by this Agreement, City shall promptly notify Contractor in writing of such claim. Contractor shall have twenty (20) days after receipt of the above-mentioned notice to notify City and Indemnitee in writing of its intent to undertake, conduct and control, through counsel of Contractor's own choosing (subject to the consent of Indemnitee, such consent not to be unreasonably withheld) and at Contractor's expense, the settlement or defense, or both, of such claim, and Indemnitee shall cooperate with Contractor in connection with such efforts; provided that: (i) Contractor shall permit Indemnitee to participate in such settlement or defense through counsel chosen by Indemnitee, provided that the fees and expenses of any such counsel so chosen by Indemnitee shall be borne by Indemnitee; and (ii) Contractor shall promptly reimburse Indemnitee for the full amount of any loss resulting from such claim and all related expense incurred by Indemnitee. So long as Contractor is reasonably contesting any such claim in good faith, Indemnitee shall not pay or settle any such claim. If Contractor does not notify City and Indemnitee within twenty (20) days after receipt of Indemnitee's notice of a claim of indemnity under this Agreement that Contractor elects to undertake the defense of such claim, Indemnitee shall have the right to contest, settle or compromise the claim in the exercise of Indemnitee's exclusive discretion, which shall be at the expense of Contractor. Contractor shall not, without the prior written consent of City and Indemnitee, enter into any settlement agreement on terms that would diminish the rights provided to Indemnitee or increase the obligations assumed by Indemnitee under this Agreement.

7.3 Prompt Notice. Both Contractor and City agree to give each other prompt written notice of any threat, warning or notice of claim or action against the other.

8. Insurance. On or before beginning any of the services or work called for by any term of this Agreement, Contractor, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the City the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the City. If Contractor maintains higher limits than the minimums shown below, City shall be entitled to coverage for the higher limits.

8.1 General Liability: $1,000,00 per occurrence/$2,000,000 aggregate for bodily injury, personal injury and property damaging, including operations, products and completed operations.

8.2 Cyber Insurance & Privacy policy: $1,000,000 per occurrence shall include coverage for losses sustained from a data breach, including investigation, notification, damages, credit monitoring for at least two years. This may be a separate policy or included in Contractor's general liability or professional liability coverage.

8.3 Automotive Liability: $1,000,000 per accident for bodily injury and property damage for owned, hired and non-owned vehicles.

8.4 Workers' Compensation: as Required by the State of California and Employers' Liability of $1,000,000 bodily injury. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

8.5 Professional Liability: $1,000,000 combined single limit

8.6 Endorsements. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

The City of San Pablo, the City of Pinole, the City of Hercules and the Contra Costa Community College District and their officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by Contractor and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.

8.7 Primary Insurance. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City of San Pablo, the City of Pinole, the City of Hercules and their officers, officials, employees, and volunteers.

8.8 Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the City.

8.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

9. **Limitation of Consequential Damages.**

9.1 Limitation of Damages. **IN NO EVENT WILL CONTRACTOR BE LIABLE TO CITY, ANY PARTY TO THE TRI-CITY AGREEMENT, OR CONTRA COSTA COMMUNITY COLLEGE DISTRICT FOR LOST BUSINESS, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT,**

TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY QUASI-CONTRACTUAL THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR OTHERWISE ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER ASPECT OF THE PROJECT. FURTHER, IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY UNDER THIS AGREEMENT.

IN NO EVENT SHALL CITY, TRI-CITY CONSORTIUM MEMBERS OR CONTRA COSTA COMMUNITY COLLEGE DISTRICT BE LIABLE TO CONTRACTOR FOR ANY LOST BUSINESS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, IN TORT INCLUDING NEGLIGENCE, BY STATUTE OR UNDER ANY QUASI-CONTRACTUAL THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Confidential Information.**

10.1 Definition. "Confidential Information" shall mean, with respect to a party hereto, all information or material which: (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage, or the disclosure of which could be detrimental to the interests of that party; and (ii) which is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, or (B) known by the parties to be considered confidential or proprietary. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.

10.2 Safeguarding Confidential Information. Each Party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable diligence and care. Each party hereby agrees that (i) during the term of this Agreement and at all times thereafter it shall not commercialize or disclose the other party's Confidential Information to any person or entity, except to its own personnel, and in the case of City, the personnel of City and Tri-City Consortium (collectively, the "Representatives") having a need to know; (ii) it will not use or permit its Representatives to use any Confidential Information

for purposes other than in connection with performance of its duties under this Agreement; (iii) it will disclose Confidential Information of the other only to those Representatives who are contractually bound to maintain the confidentiality thereof; and (iv) it will be responsible for any disclosure or misuse of Confidential Information by such representatives.

10.3 Disclosure. Notwithstanding the foregoing, each party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law (including such requirements under the California Public Records Act), or in defense of any claims or causes of action asserted against it; provided, however, that it shall: (i) first notify the other of such request or requirement, or use in defense, unless such notice is prohibited by statute, rule or court order; (ii) attempt to obtain the other's consent to such disclosure; and (iii) in the event consent is not given, agree to permit a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Notwithstanding the foregoing, nothing herein shall require either party to fail to honor a subpoena, court or administrative order or legal requirement on a timely basis. Each party shall cooperate with the other in an effort to limit the nature and scope of any required disclosure of Confidential Information.

11. Termination.

11.1 Termination. The City may terminate this Agreement with 60 days prior written notice to the Contractor with payment made for the services provided to date. Except for a breach by the City, Contractor may not terminate this Agreement. Either party may terminate this Agreement for any breach by the other party after 60 days written notice to the other party.

11.2 Data. Upon expiration or termination of this Agreement, Contractor shall have no obligation to maintain or provide any data of City or Tri-City Consortium. Unless legally prohibited, Contractor shall delete all such data in its systems or otherwise in its possession or under its control, but only after providing City 90 days' notice of such intent in order to allow determination of the legality of doing so.

11.3 Return of Documentation. Upon termination each party will return 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

11.4 Transition. In the event of termination or if Contractor becomes subject to bankruptcy or similar proceedings or otherwise ceases to provide the Software or services for this Project during the term of this Agreement, in each case without a successor entity, Contractor shall at no charge to City or Tri-City Consortium (i) provide all data in Contractor's possession to City in an industry-standard format and (ii) provide assistance as reasonably necessary to facilitate City's transition to another provider of services.

12 Miscellaneous.

12.1 Excusable Delays. In no event shall either party be liable one to the other, for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of said party, including, but not limited to, acts of God; acts of the public enemy; acts of terrorism; acts of the United States of America, or any state, territory or political division thereof; pandemics, including federal, state, regional, county or City restrictions on non-essential workers resulting thereof; fires, floods or other natural disasters.

12.2 Notices. Any legal notice, consent, or other communication will be in writing and may be delivered in person, by mail, or by facsimile copy. If hand delivered, the notice will be effective upon delivery. If by facsimile copy, the notice will be effective when sent. If mailed, the notice will be effective three (3) business days after being deposited with the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient, as follows:

City:

Matt Rodriguez, City Manager
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

Fax: 510-215-3011

Contractor:

Anthony B. Richards, President
Sun Ridge Systems Inc.
P.O. Box 5071
El Dorado Hills, CA 96762

Fax: 530-672-2385

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date that it will be effective.

12.3 Publicity. Contractor may designate City or the Tri-City Consortium as a customer of Contractor on its marketing materials both off-line and on the Internet only with City written approval.

12.4 Binding Agreement. This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns.

12.5 Assignment. Except as set forth herein, neither party may subcontract, assign or otherwise transfer this Agreement without the consent of the other. Nevertheless, upon written notice to City, this Agreement may be assigned or transferred in connection with a combination, merger, or the

sale of all or substantially all of the business or assets of the Contractor's business.

12.6 Relationship of the Parties. The parties hereto agree that each party is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all of its own respective employees and agents and its labor costs and expenses arising in connection therewith. Neither party nor its agents or employees are the representatives of the other party for any purpose and neither party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or . assume any obligation on behalf of the other party for any purpose whatsoever.

12.7 Governing Law; Venue. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of California, without reference to its conflict of laws principles and any legal action venued in Contra Costa County.

12.8 Modification, Amendment, Supplement, Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties. A failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement.

12.9 Exhibits and Attachments. The terms and conditions of any and all Exhibits and other attachments to this Agreement, whether now in existence or created hereafter, are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein.

12.10 Order of Precedence. In the event of discrepancies between documents, the order of precedence shall be as follows (highest to lowest):

Exhibit A – Scope of Work

Exhibit C – Cost and Payment Schedule

Exhibit B – Support Services Agreement

Contractor's Proposal

Request for Proposals

Tri-Cities Agreement

12.11 Entire Agreement. This Agreement, together with all the exhibits and other attachments hereto, constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understanding and negotiations, whether written or oral between the parties respecting the subject matter hereof.

12.12 Survival. The following sections shall survive termination of this Agreement: 6 (Warranty Disclaimer); 7 (Indemnification); 8 (Insurance) 9 (Limitation of Consequential Damages); 10 (Confidential Information) and 12.13 (Miscellaneous: Conflict of Interest).

12.13 Conflict of Interest. Contractor (including principals, associates and employees) covenants and represents that it does not now have any investments or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

12.14 Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12.15 Licenses. Contractor represents and warrants to City that it has and will maintain all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to undertake this Project and the services under this Agreement.

12.16 Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

12.17 Public Record. This Agreement is a public record and will be available to the public if requested.

12.18 No Intended Third-Party Beneficiaries. Except for the Tri-City Consortium Members, this Agreement is entered into solely for the benefit of the Parties and no third-party will be deemed a beneficiary of this Agreement or have any right to make a claim or assert a right under this Agreement.

12.19 Records.

12.19.1 Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for supplies or services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

12.19.2 Contractor shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

12.19.3   Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

12.19.4   Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Supplier, Supplier's representatives, or Supplier's successor-in-interest.

12.20   Dispute Resolution. The Parties shall provide written notice within thirty (30) days of becoming aware of an unresolved dispute. The Parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the Parties fail to resolve the dispute, either may assert its respective rights and remedies in a state, district or federal court with jurisdiction over Contra Costa County. Nothing in this section shall prevent the Parties from agreeing to mediation before invoking a court process.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the day, month and year first above written.

City of San Pablo:

By:_____

Print Name:_____

Title:_____

Date: _____

Sun Ridge Systems, Inc.

By: _Anthony B. Richards_

Print Name: _Anthony B. Richards_

Title: _President_

Date: _4/12/21_

By: _Patricia N Richards_

Print Name: _Patricia N Richards_

Title: _CFO/VP_

Date: _4-12-21_

Attest:

_____
Dorothy Gantt, City Clerk

Approved as to Form:

_____
Lynn Tracy Nerland, City Attorney

EXHIBIT A - SCOPE OF WORK

Section 1 – Software Licenses

The City has purchased licenses for the following Software licenses.

- RIMS Computer Aided Dispatch Software
- RIMS Records Management Software
- RIMS Mobile Computer Software*
- RIMS In-Station Mapping Software
- RIMS Mobile Mapping Software
- Citizen RIMS Public Access Software
- iRIMS Law Mobile App Software
- RIMS Officer Training Management Software (San Pablo and Pinole Only)
- RIMS Collaborate Data Sharing Software

*The only Software to be licensed for use by the Contra Costa Community College District.

The City has purchased licenses for the following RIMS interfaces.

- RIMS E911 Link Software
- RIMS State (CLETS) Link Software
- RIMS CopLogic Link Software (San Pablo Only)
- RIMS AutoCite Link Software
- RIMS AFIS Link Software
- RIMS FileonQ Link Software
- RIMS AXON Link Software
- RIMS Crossroad Collision Import Software

Section 2 – SQL Services for ARIES Scripts

SQL support services included in this Scope of Work are as follows:

- Extracting the SQL scripts written by ARIES staff from the RIMS system at Pleasant Hill PD
- Copying those scripts to the San Pablo RIMS server
- Installing the scripts on the Tri-City Consortium databases
- Running the scripts and confirming that data is transferring to ARIES

This Scope of Work does NOT include any verification that the extracted data is properly reflected in ARIES, only that the data pulled by the ARIES scripts has been received by ARIES.

You will be responsible for establishing connectivity between your server and ARIES. Additionally, you will be responsible for providing any SQL updates or tools that may be required to support these scripts.

Section 2 - Project Schedule

Upon execution of the Agreement, Contractor and City shall define a mutually agreed on project schedule by task. The schedule is flexible and subject to mutually agreed to changes.

Section 3 – Hardware/Equipment

Contractor is providing no hardware or equipment.

Section 4 – Third-Party Software

Contractor is providing no Third-Party software.

Section 5 - Installation

Contractor shall install all Contractor provided Software on City provided servers. City servers and workstations (including desktop and laptop computers as well as Android and/or iOS devices) shall meet the minimum specifications setup forth in Section 11. Access to City supplied servers shall be via remote access using a product called Bomgar by BeyondTrust.

Additionally, Contractor shall instruct Cities IT on how the installation of the RIMS client (in-station, mobile and Android/iOS devices) software as well as other RIMS products on City provided workstations.

As part of installation, Contractor shall setup a basic system backup process to local disks.

Section 6 – Configuration

Contractor shall provide the following sessions to the City's 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 City's RIMS via remote access. The City will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Configuration and Setup: Consists of three (3) 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 City. 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 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 7 - Data Conversion.

The services listed in the price chart include converting data only from your existing single, multi-agency Tyler Technologies/New World Systems records management system. Additionally, as part of the conversion process, Contractor will bring in a pre-defined list of attachment file types that can be readily identified via a Tyler Technologies "link" table. City will ensure that there is a data connectivity path between the RIMS server and the location/server of where the attachment files reside.

Converting any other data, including other data sources or 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:
  - Person Name(including combining duplicates based on 6-way match)
  - DOB
  - Contact Information
  - Description
  - Identification Numbers
  - Officer Safety Notifications
  - Log Entries for Connections to Cases
  - Log Entries for Citations
  - Log Entries for Field Contacts
  - Mug Shots (if stored in the RMS and NOT a separate database or system).

- Arrests:
  - Arrestee
  - Date/Time
  - Charges
  - Counts
  - Offense Level
  - Disposition
  - Booked/Cited Out.

- Vehicles:
  - License (including combing duplicates based on 2-way match)
  - License
  - State
  - Make
  - Model
  - Year
  - Color
  - Type
  - Log Entries for Connections to Case
  - Log Entries for Field Contacts
  - Log Entries for Citations.

- Cases:
  - Location
  - Date Reported
  - Date Occurred
  - Classification/Type
  - Offenses
  - Case Dispositions
  - Date of Dispositions
  - Officer ID
  - Persons
  - Vehicles
  - Narratives
  - Supplements.
  - Attachments to cases.

- Accident Reports:
  - Location
  - Date Reported
  - Date Occurred
  - Classification/Type
  - Offenses
  - Case Dispositions
  - Date of Dispositions
  - Persons
  - Vehicles
  - Narrative
  - Supplements
  - CHP 555 Form/pdf and Diagrams as part of attachments process.

- Warrants (if applicable):
  - Person Name
  - Warrant #
  - Warrant Date
  - Type
  - Felony/Misdemeanor
  - Reason
  - Court
  - Judge
  - Case #

- o Cite
- o Docket
- o Ref #
- o Agency
- o Charges
- o Comment
- o Bail Amount
- o Served Date
- o Returned Date
- o Returned Reason
- o Recalled Date
- o Recalled Reason.

- Property in Cases:
  - o Category
  - o Article
  - o Status
  - o Description
  - o Brand
  - o Model
  - o Item #
  - o Property Code
  - o Locations
  - o Value-stolen
  - o Recovered
  - o Damage
  - o Officer.

- Premises:
  - o Common Place Name
  - o Address
  - o Contract Person
  - o Contract Phone Number
  - o Alarm.

- Streets (if electronic street file is available):
  - o Street Name
  - o Intersections (with block ranges).

- Officer:
  - o Name
  - o ID

- Users:
  - o Name
  - o ID

CAD and Property Room data will not be converted.

This also includes 2-days of onsite conversion review with a Contractor's trainer.

Section 8 - Map Engineering Services

Contractor will provide map engineering services assuming an ESRI-based map source file.

In-Station Mapping Software. The City shall provide the ESRI ArcView maps source data file. Contractor will load the City supplied ESRI-based maps into RIMS. Contractor is NOT responsible for the accuracy of the City's' map source. The City is responsible for licensing cost for ESRI ArcView. The City 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 9 - Integration.

Contractor shall provide RIMS sided interfaces for all third-party software applications listed above. The City must coordinate with third-party vendors to complete and test each interface.

Section 10 - Training

Contractor is providing "end user" 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. Contractor will provide a training plan at least 30 days prior to the first training session, generally following the parameters and total number of classes set forth in the chart below but with the specifics mutually agreed upon by the Parties.

Contractor will provide course materials/handouts in electronic format in advance of the training.

End User Training

Subject	Remote	Onsite	Sessions Offered	Days Per Session	Total Days	Class Size
RIMS Configuration and Setup	X		1	3	3	Not to exceed 5 students
Dispatcher Training		X	3	2	6	1 student per workstation
Officer/Mobiles Training		X	8	2	16	No more than 2 students per workstation/20 students per session
Records		X	3	1	3	1 student per workstation
Admin Review		X	3	1	3	NA
Mobile Training - CCCCDPD Only		X	2	1	2	No more than 2 students per workstation/20 students per session

Section 11 - Go Live Support

Three (3) Contractor staff will be on site for Day 1 of Go Live and two (2) Contractor staff will be onsite the day after Go Live to answer questions and to address any system problems.

Section 12 - The City's Responsibilities

The City is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Installation of all remaining smartphone/tablet devices

- 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 Server (2016+), ERSI Licenses (one copy ArcView GIS v10.1 or later and ArcView GIS v10.1 or later Runtime Engine for each position running ESRI-based maps), Windows Server 2019+ (64 bit)

- Provide data communications infrastructure (network, wireless, internet, intranet)

- Coordinate testing of the CLETS Message Switch

- Establishing connectivity between the RIMS server and ARIES and providing any SQL updates or tools that may be required to support the ARIES scripts

- 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 City to provide, install and test 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 (ESRI)

- 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 and workstations (meeting minimum workstations requirements) and ensure access to RIMS training database from the training location(s)

- Training facilities must meet current Federal, State and local guidelines for health and safety, including those that may affect class size and physical configuration

- Make paper copies of class materials and handouts provided by Contractor

- Schedule the City staff into requisite classes

- Assume any costs for staff overtime or other expenses incurred to support training schedule

- Provide all hardware. The City represents 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 City will allow remote access to Contractor using Contractor's Bomgar by BeyondTrust remote access software to allow Contractor to meet its responsibilities under this Agreement.

- RIMS software supports a traditional hardware platform or a virtual platform. The hypervisor software products supported - VMWare, Hyper-V and others.

- Minimum Specifications (If using existing PCs) - Monitor Resolution: 1920 x 1080 (workstations and servers)

PC Workstations	Database Server
Windows 10+	Microsoft Windows Server 2016+
4 GB RAM	16 GB RAM
Any size disk	1 TB Disk
	Microsoft SQL Server 2016+

- **Recommended Specifications (If purchasing new PCs) Monitor Resolution: 1920 x 1080**

PC Workstations	Database Server
Windows 10+	Microsoft Windows Server 2016+
8 GB RAM	32 GB RAM
Any size disk	2 TB Disk
	Microsoft SQL Server 2016+

- **Mobile Computer Specifications - Recommended Specifications (If purchasing new PCs) Monitor Resolution: 1920 x 1080**

Mobile Computers
Windows 10+
8 GB RAM
Any size disk

- **Additional Features for Mobile Computers:** Wireless-Based Modem, Virus Protection Software, 2 or more USB ports, Internet Access (if using Google Maps).

- **Option features for Mobile Computers include:** Touchscreen, Driver License Reader (USB), and Fingerprint reader by Digital Persona.

Mobile App Devices	
iPhones/iPads	Android
iOS v12+	Android v6 (Marshmallow) or greater

EXHIBIT B – SUPPORT SERVICES AGREEMENT

Under this agreement Contractor agrees to provide the following support services to the City:

1.   **Coverage Hours.** Contractor will provide a toll- free phone number for the City to call whenever a covered problem occurs. *Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day ("common holidays").* However, for instances when the City's system is partially or completely inoperable due to a Contractor's Software problem that has already been triaged by San Pablo staff pursuant to the Tri Cities Consortium Agreement ("Critical Problems") preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included.

2.   **Contractor's Response to reported problems.** Contractor agrees to provide service and assistance as expeditiously as possible as follows:

    a.   Most problems will be resolved with the initial phone call.

    b.   Contractor will work to resolve the problem based on the severity of the problem *and* the urgency reported by the City.

-     For Critical Problems, Contractor personnel will work with the City until the situation is resolved.

-     For problems that are non-Critical Problems that have a lesser though continuing impact on operations of the City ("Non-Critical Problems"), Contractor will endeavor to provide a solution or work around within 72 hours of the problem being reported by the City.

-     For problems that are not Critical Problems and are not Non-Critical Problems as determined in the City's sole discretion ("Minor Problems") Contractor 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.   **City equipment and software responsibilities.** During project implementation, the City agrees to allow Contractor to remotely connect to the City's system when a problem is reported. Contractor uses BeyondTrust Remote Support Software for this purpose. BeyondTrust software provides superior security and does so over an ordinary internet connection via a Contractor's server that hosts a BeyondTrust security hardware device. Contractor will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary. Once project is final and accepted, City will not allow unattended or unescorted access.

4.   **Provision of Software updates.** Contractor will provide at no additional cost all new enhanced and updated versions of software licensed to the City. This Software will be provided with detailed installation instructions for installation by the City. If desired, the City may retain Contractor to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the Contractor's ftp web site. Contractor will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.

5.   **Term.** The term of this Support Services agreement shall be three (3) years from the date of the start of the Test Period. At the end of the third year, City may purchase an additional year of Support upon annual payment of an annual support invoice.

6.   **Limitations.** Contractor agrees to provide support only for public safety application Software provided by Contractor. Other software used by the City (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 Contractor may assist the City 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), or migrating the Software to another server or VM.

The City may request that Contractor provide support services outside the limitations of this Support Services agreement. If Contractor agrees to provide any requested additional support services, which Contractor may do

or decline to do in its sole discretion, such support services will be provided at Contractor's then-current rate and on such other terms and conditions as Contractor 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 Contractor will assist the City in determining whether a problem is RIMS application software in nature.

7. Entire Agreement. This Support Services Agreement and the Agreement for the Installation, Support and Software License for a Fully-Integrated Computer-Aided Dispatch System, Records Management, Mobile Computing and Field Reporting system between the City of San Pablo and Sun Ridge Systems, Inc., and the together with all the exhibits and other attachments hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understanding and negotiations, whether written or oral between the parties respecting the subject matter hereof.

City of San Pablo:

By:_____

Print Name:_____

Title:_____

Date:_____

Sun Ridge Systems, Inc.

By:_____*Anthony B. Richards*_____

Print Name:__*Anthony B Richards*___

Title:__*President*_____

Date:__*4/12/21*_____

By:__*Patricia W Richards*_____

Print Name: *Patricia W Richards*

Title: *CFO/VP*

Date: *4-12-21*

Attest:

_____
Dorothy Gantt, City Clerk

Approved as to Form:

_____
Lynn Tracy Nerland, City Attorney

9

EXHIBIT C –COST AND PAYMENT SCHEDULE

Payment Schedule

In consideration for the Project to be provided by Contractor under this Agreement, the City agrees to pay Contractor the Total Contract Amount ("Contract Amount") provided below according to the following schedule ("Payment Schedule"):

Milestone	Amount of Payment
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 Contractor pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit D 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 Contractor's reasonable control, with the understanding that there would be no additional charges for services related to deliverables that the parties mutually agree will occur after final acceptance.

Invoices

Invoices shall be sent to:

San Pablo Police Department Attn: Accounts Payables at Policerecords@SanPabloCa.gov

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.

Contract Amount

ITEM	Price
RIMS Computer-Aided Dispatch Software	$208,000
RIMS Records Management Software	$163,300
RIMS Mobile Computer Software	$125,000
RIMS E911 Link Software	$19,500
RIMS State Link Software	$19,500
RIMS In-Station Mapping Software	$54,000
RIMS Mobile Mapping Software	$19,500
RIMS CopLogic Link Software - SPPD Only	$2,500
Citizen RIMS Public Access Software	$20,200
RIMS AutoCite Link Software	$5,400
Data Conversion Services - Multi-Agency	$60,000
Data Conversion - Attachments	$6,500
iRIMS Mobile App Software	$35,800
RIMS -Crossroads Collision Import Software	$6,600
Map Data Engineering	$6,000
Installation and Training	$140,382
RIMS AFIS Link Software	$8,300
SQL Services - Add ARIES Scripts	$10,000
RIMS to FileOnQ Link Software	$16,200
RIMS AXON Link Software	$9,600
RIMS Training Management Software (SPPD/HPD Only)	$9,000
RIMS Collaborate Data Sharing Software	$18,700
RIMS CHP 555 Export to SWITRS	$19,000
Project Management	$94,000
First Year Support and Updates	$113,759
Second Year Support and Updates	$113,759
Third Year Support and Updates	$113,759
Contract Amount	**$1,418,259**