SUN RIDGE SYSTEMS, INC.
SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of _____, 2023, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and City of Placerville, a political subdivision of the State of California ("the City") located at 730 Main Street, Placerville, CA, 95667.

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 _____ in fulfilling this Agreement.

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"):

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 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.

Section 5.   **Invoices.** Invoices shall be sent to:

_____

_____

_____

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 interest at the rate of twelve percent (12%) 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, the completion by Sun Ridge of all training and other Services 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, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

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, INDIRECT, 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 "Test Period"), Agency shall test the system for defects and anomalies. "Operational Use" is defined as the Agency's use of the Sun Ridge Software in the course of the Agency's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by Agency under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, Agency shall accept or reject the Software as follows:

a.   If City determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software

("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, 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 C).

        b.   If City decides to not accept the Software, then it must so notify Sun Ridge 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 Sun Ridge, 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 Sun Ridge 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.

        c.   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 Sun Ridge shall proceed as described in section 8.a above.

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 agency. Software may not be used at any other agencies unless 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; and

        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 shall not 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.

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.

viii.   The City acknowledges that the Software and the Documentation 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 of the Software by the City, and shall continue until the License is terminated as provided below.

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 11 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 actual 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 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 other fault of the City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the City's 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.   <u>Workers' Compensation</u>. 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.   <u>General Liability Insurance</u>. 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.   <u>Automobile Liability Insurance</u>. 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 operate as primary insurance, and non-contributory.

iv.   <u>Certificates of Insurance</u>. 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. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. 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 but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law 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 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, 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.

Section 13. General Terms.

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

b. <u>Arbitration</u>. 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 the California Code of Civil Procedure. 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 at the address indicated in the initial paragraph of this Agreement or email to: _____; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, email TRichards@SunRidgeSystems.com.   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.

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 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.

SUN RIDGE SYSTEMS, INC.   City of Placerville

By: _____   By: _____
      Anthony B. Richards
Its: President   Its:

Exhibit A Scope of Work

Section 1 – Software Licenses

The City has purchased 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
- RIMS Property Room Bar Coding Software
- RIMS Collaborate Data Sharing Software

The City has purchased the following RIMS interface software:

- RIMS E911 Link Software
- RIMS State (CLETS) Link Software
- RIMS Karpel Link Software

Section 2 - Project Schedule

Upon execution of the Agreement, Sun Ridge 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

Sun Ridge is providing one (1) Worth Data Bar Code Scanner.

Section 4 – Third-Party Software

Sun Ridge is providing no Third-Party software.

Section 5 - Installation

Sun Ridge will install all Sun Ridge provided Software on City provided servers and will provide instruction to City staff on how to install the client workstation Software and Mobile/App Software. City servers and workstations (including desktop and laptop computers) shall meet the minimum specifications set forth in Section 13. Access to City supplied servers shall be via unattended remote access using a product called Bomgar by BeyondTrust, provided by Sun Ridge.

As part of installation, Sun Ridge will setup a basic system backup process to local disks.

Section 6 – Configuration

Sun Ridge will 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, consisting of 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 either 2 contiguous days onsite, or up to 16 hours via phone and remote access. 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. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The City's 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 - Map Engineering Services

Sun Ridge will provide map engineering services assuming an ESRI-based map source. This process involves the City supplying an ERSI street centerline file (and layers) to Sun Ridge so that Sun Ridge can build maps for use by the RIMS mapping software products.

Section 8 – Street File (aka "Geofile") Load

City and Sun Ridge will work together to determine the best street file source. One "load" of this source file into RIMS is included in the scope. If City determines that additional iterations of the street file are to be loaded (due to updates or corrections) or determines an alternative source for the street file is preferred, Sun Ridge may charge additional fees.

Section 9 - Integration.

Sun Ridge shall provide RIMS sided interfaces for all third-party software applications listed in Section 1 above. The City must coordinate with third-party vendors to complete and test each interface.

Section 10 - Training

Sun Ridge is providing "end user" training all of which shall be conducted on-site (except where noted in the following chart) 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, 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.

Sun Ridge will provide course materials/handouts in electronic format in advance of the training. As "session" is a repeat of the same class/material.

End User Training

Subject	Sessions Offered	Days Per Session	Total Days	Class Size
Dispatcher	2	2	4	No more than 1 student per workstation/10 students per session max
Officers/Mobile Training	2	2	4	No more than 2 students per workstation/20 students per session max
Records	1	1	1	1 student per workstation (also must attend first 1.5 days of Officer Training)
Property Room	1	.5	1	1 student per workstation (also must attend first 1.5 days of Officer Training)
Admin Review	1	1	1	TBD
IT Overview	1	.5	.5	IT Staff – Conducted as part of System Cutover

Section 11 - Go Live Support

Two (2) Sun Ridge staff will be on site on the day of system cutover and 2 staff will be onsite that day after system cutover. Staff will be onsite to answer questions and to address any system problems.

Section 12 – Data Conversion

The project includes the cost for conversion of your TracNet RMS data. Data conversion does NOT include data extraction from the current TracNet system. You will provide the TracNet data to be converted to Sun Ridge (either via a database backup or via a linked server) which shall consist of RMS data (consisting of a single database). Once Sun Ridge receives the extracted data, Sun Ridge will evaluate it to determine which items may be converted into RIMS. As part of Sun Ridge's standard data conversion, Sun Ridge **attempts** to convert the following items. In some instances, all data may not be available or suitable for conversion.

RMS Data

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
- Person Photos – if .jpeg and stored in the RMS and NOT a separate database or system).

Arrests:

- Arrestee
- Date/Time
- Charges
- Counts
- Offense Level
- Disposition
- Booked/Cited Out.
- Arresting Officer ID

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 to include the following file types: .doc (no imbedded photos), .pdf., .jpeg, .wav, .wma, .mp3

Accident Reports (from TracNet only):

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

Warrants (if applicable):

- Person Name
- Warrant #
- Warrant Date
- Type
- Felony/Misdemeanor
- Reason
- Court
- Judge
- Case #
- Cite
- Docket
- Ref #
- Agency

- Charges
- Comment
- Bail Amount
- Served Date
- Returned Date
- Returned Reason
- Recalled Date
- Recalled Reason.

Property in Cases:

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

Premises:

- Common Place Name
- Address
- Contract Person
- Contract Phone Number
- Alarm.

Streets (if electronic street file is available):

- Street Name
- Intersections (with block ranges).

Officer:

- Name
- ID

Users:

- Name
- ID

Conversion of CAD and separate property room data has not been included.

Section 13 - The City's Responsibilities

The City is responsible for the following:

- Installation of all remaining client workstations

- Installation of all remaining mobile computers

- Coordinate and schedule resources of the City to include IT staff

- Identify RIMS Administrators

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

- Complete, submit and gain approval of updated DOJ CLETS application

- Coordinate testing of the CLETS Message Switch

- Complete CIBRS certification

- Contact third party vendors (E911 provider, DOJ/County, Karpel/DA's Office, etc., 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

- Purchase and install ERSI Run-Time software on workstations that will run ERSI-based maps

- 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 Sun Ridge

- Schedule the City staff into requisite classes

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

- The City will allow **unattended remote access** (during implementation) to Sun Ridge using Bomgar by BeyondTrust remote access software to allow Sun Ridge to meet its responsibilities under this Agreement

- The City will provide the following hardware and system software meeting the following minimum specifications:

  - **Database Software:** Microsoft SQL Server software (Enterprise Edition) required to run the RIMS database.

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

need one database server and one application server. The application server does not require as much disk or RAM as the database server.

- ▪ **Minimum Specifications (If using existing hardware) Monitor Resolution: 1920 x 1080**

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 hardware) 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+

- • **Minimum Specifications (If using existing PCs) - Monitor Resolution: 1920 x 1080**

PC Workstations
Windows 10+
4 GB RAM
Any size disk

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

PC Workstations
Windows 10+
8 GB RAM
Any size disk

- • **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:** Touchscreen, Driver License Reader (USB), and Fingerprint reader by Digital Persona.

- **Property Room Specifications:**

  - Provide a minimum of one (1) DYMO LabelWriter 550 Turbo Label Printer

  - Provide a minimum one (1) month supply of Dymo Labels # 30256 for Property Room

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	$84,000
RIMS Mobile Computer Software	$25,000
RIMS In Station Mapping Software	$14,000
RIMS Mobile Mapping Software	$6,000
RIMS Property Room Bar Coding Software	$13,000
RIMS E911 Link Software	$8,000
RIMS State Link Software (CLETS)	$8,000
RIMS Collaborate Data Sharing Software	$7,000
RIMS Karpel DA Link Software	$4,000
Mapping Data Engineering Services	$2,500
Worth Data Bar Coding Equipment	$1,700
Data Conversion Services	$48,000
Installation and Training	$78,083
Annual Support and Updates - First Year	$25,350
California Sales Tax	$140
CONTRACT AMOUNT	**$324,773**

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 City ("Licensee") as part of a Software Support Services Agreement ("Agreement").   This Agreement covers all RIMS public safety software (Software) licensed by the Licensee.

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 completely 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 BeyondTrust Remote Access Software for this purpose. BeyondTrust software provides superior security and does so over an ordinary internet connection via a SRS server that hosts a BeyondTrust security hardware appliance.

   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.   **Term**. The term of this Agreement shall be one year from the date stated in the initial paragraph and shall be automatically annually renewed for another year upon payment of the invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 60 days shall be cause for terminating or suspending the Agreement at the discretion of SRS. Any requested changes to the Agreement for a new term must be received 90-days prior to the end of the previous term. This includes any changes to the list of products covered.

6.   **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.

Additionally, this Agreement does not include updates or reloading of the street file or regeneration of maps from updated data sources which may become available to the Licensee. If desired, Licensee may retain SRS to perform updates of this files at additional cost to be determined on a per case basis.