

SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of September 3, 2019, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and Town of Los Gatos, a political subdivision of the State of California ("the Town") located at 110 E. Main Street, Los Gatos, 95030.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the Town, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the Town 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. Town Project Manager. Sun Ridge shall work under the general direction of Sarah Tada 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 Town 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 Town agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following schedule ("Payment Schedule"):

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

The Town 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 Town, 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:

Los Gatos-Monte Sereno Police Dept., Attn: Heather St. John
110 E. Main St.
Los Gatos, CA 95030

Upon receipt of the invoice, the Town 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 Town within thirty (30) days after the Town's receipt thereof.

In addition to any other amounts for which the Town is liable under this Agreement, the Town agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if the Town fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after the Town's receipt of an invoice from Sun Ridge. In addition, any invoiced amounts that are due and owing under this Agreement which the Town fails to pay to Sun Ridge within ninety (90) days after the Town'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 Town 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 Town'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 Town has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

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

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

Section 8. Final Acceptance. For thirty (30) days from the beginning of the Town'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"), the Town shall test the system for defects and anomalies. "Operational Use" is defined as the Town's use of the Sun Ridge Software in the course of the Town's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by the Town under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, the Town shall accept or reject the Software as follows:

a. If the Town 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 the Town 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 the Town 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 the Town 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 the Town fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then the Town's final acceptance of the Software shall be considered to have occurred and the Town 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 Town a nonexclusive and non-transferable license, effective upon the Town's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the Town'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 Town 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 Town may use the Software on all computers in the Town's agency and in any other agencies explicitly agreed to in writing by Sun Ridge;

ii. The Town may make a copy of the Software for backup or modification purposes only in support of the Town'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 Town 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 Town 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 Town 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 Town 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 Town acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The Town 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 Town, 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 Town to comply with the terms or conditions of this Agreement by giving written notice of such termination to the Town. In the event the Town has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the Town 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 Town 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 Town acknowledges and agrees that any election by the Town to terminate the License hereunder will not entitle the Town 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 Town 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 Town 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 Town and its officers, directors, shareholders, employees, and agents (the "Town 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 Town hereunder to

the extent any such Claims arise from or are the result of the negligence or other fault of the Town 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 Town'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 Town expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

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

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

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the Town, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide (2) that the policy shall operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with the Town 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 Town 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. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the Town cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the Town (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 Town, 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 Town at the address indicated in the initial paragraph of this Agreement or to Facsimile No. _____; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385. Notices may be given by facsimile transmission to such number as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission.

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 Town 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.

Town of Los Gatos

By: See Attached
Anthony B. Richards
Its: President

By: Laurel Prevetti
Laurel Prevetti
Its: Town Manager

Recommended by: Peter Decena
Peter Decena, Chief of Police

Approved as to Form:
Robert Schultz
Robert Schultz, Town Attorney
Attest:

Shelley Neis 9/14/19
Shelley Neis, CMC, Town Clerk

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.

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SUN RIDGE SYSTEMS, INC.

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

Recommended by:

Peter Decena
Peter Decena, Chief of Police

Town of Los Gatos

By: Laurel Prevetti
Laurel Prevetti
Its: Town Manager

Approved as to Form:

Robert Schultz
Robert Schultz, Town Attorney
Attest:

Shelley Neis 9/14/19
Shelley Neis, CMC, Town Clerk

Exhibit A Scope of Work

Section 1 – Software Licenses

The Town has purchased licenses for the following RIMS software applications:

- 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
- Citizen RIMS Public Access Software
- iRIMS/Law Mobile App Software
- RIMS Officer Training Management Software
- RIMS NIBRS Reporting Software*

The Town has purchased licenses for the following RIMS interfaces.

- RIMS E911 Link Software
- RIMS State (CLETS) Link Software
- RIMS Text/Paging Software
- RIMS AutoCite Link Software
- RIMS CopLogic Link Software
- RIMS CopLink Link Software
- RIMS AXON Link Software
- RIMS Crossroads Data Collision Export Software
- RIMS Laserfiche Link Software

*Development of California NIBRS software (CIBRS) will begin upon release of the final specifications by CA DOJ.

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

Section 3 – Hardware. Sun Ridge is providing 1 Worth Data Bar Code Scanning unit.

Section 4 - Installation. Sun Ridge shall install all software applications listed above along with product documentation on the Town-owned servers. All installation will be accomplished via remote access to the Town provided servers. The Town is free to distribute electronic and hardcopy versions of the documentation as necessary.

Section 5 – Configuration. Sun Ridge shall provide the following instruction sessions to the Town 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 Town RIMS via remote access. The Town will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Configuration and Setup: Consists of three (3) contiguous days of onsite instruction with the Town's RIMS Administrators and other Town staff as may be needed. 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 procedures of the Town. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. The RIMS Administrators will additionally be instructed/assisted in setting up the remaining tables and values needed for the modules the Town has purchased. Discussions will include:

- Customization of drop down menu choices for 200+ fields
- The Town's records management operational decisions
- The Town's dispatch operational decisions
- Paper flow vs paperless vs less paper for records
- Property Room operation decisions
- 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 file.

In-Station Mapping Software. The Town shall provide the ESRI ArcView maps source data file. Sun Ridge will load the Town supplied ESRI-based maps into RIMS. Sun Ridge is NOT responsible for the accuracy of the Town map source. The Town is responsible for licensing cost for ESRI ArcView. The Town 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.

Mobile Mapping Software. Google mapping will be provided by Sun Ridge for the Mobile Mapping Software. Sun Ridge is responsible for licensing cost.

Section 8 - Data Conversion. Conversion services includes only converting the following CAD and RMS data from the Sunnyvale system. You are responsible for extracting your data from that system and providing it to us in a form suitable for conversion. Conversion of any other data or databases is not included. 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.

RIMS is currently UCR compliant. As of today, CA DOJ has yet to announce a vendor who will develop the State repository for the Town's NIBRS submission nor have they yet completed defining the California-customized data they will be collecting. Therefore, we are assuming you will begin using RIMS prior to NIBRS implementation. The scope of this project does include the cost of converting your data into the yet-to-be-defined CA NIBRS format at a future date.

For RMS:

- People: Including person name, DOB, contact info, description, ID#'s, officer safety notifications, log entries for connections to cases, for citations and for field contacts, mug shots (if stored in RMS)
- Arrest: Arrestee, date, time, charges, counts, offense level, dispo, booked/cited out

- Vehicles: License, state, year, color, type, log entries for connections to cases, for citations and for field contacts and for citations
- Cases: Location, date reported and date occurred, classification/type, offenses, case disposition and date of disposition, persons, vehicles, narratives and supplements
- Accident Reports: Location, date reported, data occurred, classification/type, offenses, case dispositions and date of dispositions, persons, vehicles, narratives and supplements.
- Property in cases: category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged, disposition and officer
- Premises: Common place name, address, contact person, contact phone number, alarm
- Streets: (if electronic street file is available), street name, intersections with block ranges
- Officers: Name, ID
- Users: Name, ID

For CAD:

- Incidents: call number, call times, priority, incident location, grid, caller name and telephone number, complaint type, caller location, how received, comments, call category, internal response area, OCA case number, call reference, fire grade, subject data, vehicle data, tract, ESN, alternate phone number, call taker, and position.
- Officers: Name, ID.
- Premises: Common place name, address, contact person, contact phone
- Premise History: Summary of incidents by incident location
- Streets: street name, intersections with block ranges

Data conversion is an iterative process requiring the resources of your agency to be available to review converted data as soon as it is loaded and report any errors found to Sun Ridge. We recommend that you identify at least two people to be part of a data conversion review team. It will be this team's responsibility to promptly review the converted data once it is loaded into RIMS, identify any problems with the converted data, and report those problems to us in an organized manner.

Sun Ridge will then correct the reported errors, re-run the conversion, reload it onto your system and ask your staff to again review the data. The cycle is repeated as often as is necessary to ensure that the data conversion is as complete and correct as possible. To assist you with the review process, Sun Ridge will have trainers available via phone and remote access to guide you. The Sun Ridge trainer is NOT responsible to completely review or identify errors in the converted data. They are responsible for facilitating the process with your staff.

Sun Ridge will pr

ovide two (2) days of onsite final data conversion review with designated Town representatives in the days immediately before you go live on RIMS.

Section 9 - Integration. Sun Ridge shall provide RIMS sided interfaces for all third-party software applications listed above. The Town must coordinate with third-party vendors to complete and test each interface.

Section 10 - Training. The following training is “end user training” and shall be conducted on-site at a City provided location. 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.

Training Description	Number of Days	Number of Students	Max
CAD Training	4 days (2sessions, 2 days/session)	1 student per workstation	10
Officer Training	6 days (3 sessions, 2 days/session)	2 students per workstation	20
Records Training	1 day (+ Day 1 of Officer)	1 student per workstation	10
Admin Follow-Up Training	1 day	1 student per workstation	10
Property Room Training	1 day	1 student per workstation	5
TIMS Training	1 day	1 student per workstation	5

Section 11 - Go Live Support. Two (2) Sun Ridge staff will be on site for two (2) days during the initial cutover to RIMS to answer questions and to address any system problems.

Section 12 - The Town's Responsibilities. The Town is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Coordinate and schedule resources of the Town to include IT staff
- Identify RIMS Administrators and Data Conversion Review staff
- Provide system and other third-party software including SQL, ERSI Licenses, Windows Server 2003/2008/2012 (64 bit)
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Coordinate testing of the CLETS Message Switch
- Complete, submit and gain approval of updated DOJ CLETS application

- Contact third party vendors (E911 provider, DOJ, CopLogic, LexisNexis, AXON, Crossroads, Laserfiche and any other necessary third-parties) and coordinate their schedules and costs they may charge the Town to provide their portion of the interface to RIMS.
- Extract data from existing CAD and RMS in a mutually agreed-to, non-encrypted format or provide a linked server from the RIMS server to the existing CAD/RMS server(s) for conversion
- Review converted data, notifying Sun Ridge in an expedited fashion of conversion anomalies
- Provide ongoing Map Maintenance
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure accuracy of the map source
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Schedule the Town staff into requisite classes
- Purchase a minimum of one (1) DYMO LabelWriter 450 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256
- Provide all hardware, with the exception of Property Room bar code scanners. The Town 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 Town will provide remote access to Sun Ridge using Sun Ridge's Bomgar remote access software to allow Sun Ridge to meet its responsibilities under this Agreement.

Main Server		Communications Server
Minimum	Recommended	Minimum
Intel 2.0 GHZ	≥ Intel 2.0 GHZ	Intel 2.0 GHZ
≥ Windows 2003	Windows 2012	≥ Windows 7
8 GB Memory	32 GB Memory	8 GB Memory
500 GB Disk	1 TB Disk	500 GB Disk
≥ Manufactured 2008	Manufactured 2014	≥ Manufactured 2008

The Town further represents it has personal computers and mobile in-car computers that meet the minimum requirements outlined below:

Personal Computer Workstations		Mobile In-Car Computers
Minimum	Recommended	Minimum

Intel 2.0 GHZ	≥ Intel 2.0 GHZ	Intel 2.0 GHZ
≥ Windows Vista 7	Windows 10	≥ Windows 7
4 GB Memory	8 GB Memory	8 GB Memory
250 GB Disk	≥ 250 GB Disk	500 GB Disk
1680x1050 monitor resolution 1920x1080 for dispatchers	1920x1080 monitor resolution	Wireless-based modem
		≥ 2 USB ports
		Optional • Touch screen • Magnetic Stripe Reader • Microphone for voice recognition • Fingerprint Reader

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	\$134,000
RIMS Mobile Computer Software	\$36,000
RIMS E911 Link Software	\$8,300
RIMS State Link Software (CLETS)	\$8,300
RIMS In Station Mapping Software	\$21,000
RIMS Mobile Mapping Software	\$8,300
RIMS Property Room Bar Coding Software	\$12,400
Citizen RIMS Public Access Software	\$6,900
iRIMS Law Mobile App Software	\$12,400
RIMS Officer Training Management Software	\$4,100
RIMS Text Paging Link Software	\$3,600
RIMS AutoCite Link Software	\$1,850
RIMS CopLogic Link Software	\$2,400
RIMS CopLink Link Software	\$5,000
AXON Link Software	\$3,000
NIBRS Reporting Software	\$15,000
Crossroads Collision Export	\$5,700
LaserFiche Link Software	\$2,100
Mapping Data Engineering Services	\$2,500
Worth Data Bar Coding Equipment	\$1,700
Data Conversion Services	\$45,000
Installation and Training	\$103,636
First Year Support and Updates	\$44,122
California Sales Tax	\$153
CONTRACT AMOUNT	\$487,061

Exhibit C – Support Services Agreement

Under this agreement Sun Ridge agrees to provide the following services and products to the Town:

1. **Coverage Hours.** Sun Ridge will provide a toll free phone number for the Town to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Years 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 with the Town's system is completely inoperable due to a Sun Ridge software problem ("critical problems") preventing basic system operation service will be available 24 hours, 7 days a week, common holidays included.
2. **Sun Ridge Response to reported problems.** Sun Ridge 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, Sun Ridge will work to resolve the problem based on the severity of the problem *and* the urgency reported by the Town.
 - For critical problems, Sun Ridge personnel will work with the Town until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of the Town ("non-critical problems"), Sun Ridge will endeavor to provide a solution or work around within 72 hours of the problem being reported to Sun Ridge by the Town.
 - For problems that are not critical problems and are not non-critical problems ("minor problems") Sun Ridge 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. **Town equipment and software responsibilities.** The Town agrees to allow Sun Ridge to remotely connect to the Town's system when a problem is reported. Sun Ridge uses Bomgar Remote Support Software for this purpose. Bomgar software provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a Bomgar security hardware device.

With the Town's permission, Sun Ridge 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.** Sun Ridge will provide at no additional cost all new enhanced and updated versions of software licensed to the Town. This software will be provided with detailed installation instructions for installation by the Town. If desired, the Town 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 Sun Ridge ftp web site. Sun Ridge 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 one (1) year from the system cutover date and shall be automatically annually renewed for another year upon annual payment of invoice.
8. **Limitations.** Sun Ridge agrees to provide support only for public safety application software provided by Sun Ridge. Other software used by the Town (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 Sun Ridge may assist the Town 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). The Town may request that Sun Ridge provide support services outside the limitations of this Support Services agreement. If Sun Ridge agrees to provide any requested additional support services, which Sun Ridge may do or decline to do in its sole discretion, such support services will be provided at Sun Ridge's then-current rate and on such other terms and conditions as Sun Ridge 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 Sun Ridge will assist the Town in determining whether a problem is RIMS application software in nature.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 08/06/2019

ITEM NO: 8

DATE: July 25, 2019
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Purchase a Replacement Computer Aided Dispatch and Records Management System from Sun Ridge Systems, Inc. in the amount of \$525,000

RECOMMENDATION:

Authorize the Town Manager to purchase a replacement Computer Aided Dispatch and Records Management System from Sun Ridge Systems, Inc. in the amount of \$525,000.

BACKGROUND:

Computer Aided Dispatch (CAD) and Records Management Systems (RMS) are considered critical infrastructure to any law enforcement agency. These products serve as the core systems by which staff documents calls for service and self-initiated activity; write police reports; process and prepare police reports for prosecution; maintain warrants; manage investigations; track chain of custody for evidence; and manage resources during emergency and non-emergency responses. In addition, data warehoused within CAD and RMS can be assessed, evaluated, and analyzed to make data-driven operational, tactical, strategic, and financial decisions to better serve the community.

In 2011, existing CAD/RMS vendor Tiburon informed the Department that the existing platform would reach end-of-life in 2014 and suggested that the Department consider upgrading to a newer platform. The Town of Los Gatos and the City of Sunnyvale were offered the opportunity to combine operating systems to help mitigate the cost of the new system. A cost-sharing agreement was entered by both agencies for the purchase of the new shared platform.

In May 2013, the cost-sharing agreement was amended and executed to reflect that both agencies would transition to Tiburon's new product, "IQR." Due to low performance by IQR,

PREPARED BY: Sarah Tada
Police Records and Communications Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

PAGE 3 OF 3

SUBJECT: Authorize the Town Manager to Purchase a Replacement Computer Aided Dispatch and Records Management System from Sun Ridge Systems, Inc. in the amount of \$525,000.

DATE: August 6, 2019

expedite report writing, and enhance internal cross-training while remaining on the cutting edge of CAD/RMS technology.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to enter into an agreement for the purchase of RIMS from Sun Ridge Systems Inc. in an amount not to exceed \$525,000 (Attachment 1).

ALTERNATIVES:

Alternatively, the Town Council could direct staff to delay replacement equipment. The Los Gatos Monte Sereno Police Department does not recommend this alternative because the current CAD/RMS has reached the end of useful life and manages a multitude of critical functions of the Department.

FISCAL IMPACT:

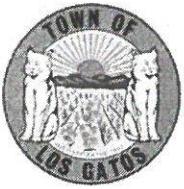
Funding for this project has been designated in the 2019/2020 Capital Improvement Program Budget. The purchase of RIMS and initial equipment would be a one-time purchase. Ongoing annual maintenance, estimated to be \$45,000, is contained in adopted 2019/2020 Police Department Operating Budget. RIMS offers the option of a lease-purchase plan at 5% interest over either 3 or 5 years with annual payments due in advance of the lease year.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachment:

1. RIMS Price Quote Sheet



AGREEMENT ROUTING SHEET (FOR INTERNAL USE ONLY)

Initiating Department: Police Department Contact Name/Phone: Heather St. John x6843 

Agreement Title: Sun Ridge Systems, Inc. Software and Service Agreement

Term of Agreement: From August 30, 2019 *TM rec'd 9/16/19* To Cancellation for material breach 30-day notice

✓ Date Approved By Council: August 6, 2019 Item or Resolution #: #8

Vendor Name: Sun Ridge Systems, Inc. Vendor #: 5492

Vendor Email: carolj@sunridgesystems.com Vendor Phone: 530-221-0663

Vendor Contact: Carol Gomes Jackson <carolj@sunridgesystems.com>

Business License #: Pending Expiration Date:

Insurance (IHH) #: 19.264 Expiration Date: 5/23/2020

☐ Insurance waiver requested (a completed Release of Liability is attached)

Please Select:

☐ BONDS INCLUDED

☐ This is a standard agreement form that has not been altered. # of Originals 1

☐ Alterations have been made to the following paragraph(s)/section(s):

☒ Vendor Agreement ☐ Sole Source

Amount of Agreement: \$487,061 (Prj. Budget \$525,000) Program and Account #: CIP 411-841-6301

☒ Funds Budgeted ☐ Not enough money in line item, will be absorbed within budget

☐ Budget adjustment requested in Town Council staff report ☐ Mid-year adjustment requested

Routing	Action(s)	Date Completed	Signature
1. Clerk	1. Assign Agreement # <u>19.169</u> 2. Verify attachments included/labeled 3. Verify no automatic renewals without defined termination date 4. Verify Insurance	<u>9/9/19</u>	<u>JS</u>
2. Finance	1. Confirm Fiscal Impact ✓ 2. Confirm contract amount agrees with Council approval ✓ 3. Verify Purchasing Policy Compliance (Bids/Sole Source/Bus Purpose/RFP) <u>NET 30</u> 4. Check Payment Terms	<u>9/10/19</u>	<u>MY</u>
3. Attorney	1. Approve Insurance Waiver 2. Review and Sign Agreement	<u>9/16/19</u>	<u>Per</u>
4. Assistant Town Manager	1. Review Agreement 2. Follow up with Departments if needed		
5. Town Manager	1. Review and Sign Agreement	<u>9.16.19</u>	<u>UP</u>
6. Clerk	1. Scan to Laserfiche and file agreement 2. Laserfiche will email department pdf of signed agreement (Department sends agreement to vendor)	<u>9/16/19</u>	<u>JS</u>



AGREEMENT ROUTING SHEET
(FOR INTERNAL USE ONLY)

Agreement Narrative:

If your agreement has gone before the Town Council for approval, please reference that fact and include a very brief description of the purpose of the agreement. Identify bids/business purpose for vendor selection/RFP/Sole Source. If hourly rate please identify how cost was determined. If your agreement has not gone to the Town Council for approval, include a discussion of the purpose of the agreement, how the Town's purchasing procedures were followed, and any special instructions.

**Please insert
narrative
here:**

Item approved by Council 8/6/19, please see attached Staff Report.

CIP Project budget \$525,000 (411-841-6301)

Exhibit B agreement:
\$487,061

Ongoing annual support and updates are programmed into the Police Department's operating budget: 4201-63332

✓ TC Approval
8/6/19

Department Checklist (to be completed by originating department):

- ☐ Agreement Signed by Vendor:
- ☒ List Exhibits/Attachments with Title(s): Exhibit A, B, & C
- ☒ Copy of insurance certificates or Release of Liability
- ☐ Originals of bonds issued for contract
- ☒ First page of Town Council report
- ☒ Scope of work aligns to Council Report and contractor proposal/exhibits
- ☐ DIR #: _____
- Date Project Awarded: _____
- Date Staff submitted Project to DIR: _____
- Project # _____

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 7th day of June, 2024 and amends that certain agreement for RIMS Computer-Aided Dispatch and Records Management Software dated September 2, 2021, made by and between the Town of Los Gatos, ("Town,") and the Sun Ridge Systems Inc.

RECITALS

- A. Town and Sun Ridge Systems Inc. entered into a Computer-Aided Dispatch and Records Management Software Agreement on September 2, 2021, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.

AMENDMENT

1. Town will amend RIMS link software application features within the existing agreement terms to include the addition of Crossroads Accident Import Link application and Crossroads Electronic Citation Link application. Sun Ridge Systems Inc will deactivate subscription to RIMS Auto-Cite application and RIMS SWITRS Direct Link application.
 - a. For Crossroads Accident Import Link application, Town will pay \$4,120 for a one-time initial set-up and installation fee, and thereafter \$420 annually for the remainder of the original agreement term.
 - b. For Crossroads Electronic Citation Link application, Town will pay \$450 for a one-time initial set-up fee, and thereafter \$450 to replace RIMS Auto-Cite application feature with Crossroads Electronic Citation for the remaining term of the original agreement.

2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

DocuSigned by:
By: Laurel Prevetti 6/27/2024
863FEEA2EB39470...
Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:
By: Carol Gomes Jackson 6/14/2024
3CF67F8ECE154C0...
Carol Gomes Jackson, President

Department Approval:

DocuSigned by:
Jamie Field 6/15/2024
23E08749C22435...
Jamie Field, Chief of Police

Approved as to Form:

DocuSigned by:
Gabrielle Whelan 6/26/2024
EFD6738A5634428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 6/28/2024
BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk