

## SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 18<sup>th</sup> day of August, 2026, and amends that certain agreement for RIMS Computer-Aided Dispatch and Records Management Software dated September 3, 2019, made by and between the Town of Los Gatos, ("Town,") and the Sun Ridge Systems Inc. ("Sun Ridge").

### RECITALS

- A. Town and Sun Ridge entered into a Software and Services Agreement on September 3, 2019, ("Agreement").
- B. Town and Sun Ridge amended the Agreement on June 7, 2024.
- C. Town and Sun Ridge wish to further amend the Agreement to extend the term for Software Support Services by one year and to add a license for "Collaborate" software.

### AMENDMENT

- 1. Section 3, "Scope of Services," is amended to add an additional year of Software Support Services (as described in Attachment 1) and to include the purchase of a license for the "Collaborate" software (as described in Attachment 2).
- 2. Section 6, "Term of Agreement," is amended to state that:
  - a. with regard to the purchase of Software Support Services, the initial term of the Agreement will be until September 3, 2027, and term will renew annually upon payment of outstanding invoices and unless terminated by either party; and
  - b. with regard to the purchase of the "Collaborate" software license, there is no end date.
- 3. Section 5, "Payment Schedule," is amended to read: Compensation for Consultant's added services **shall not exceed** \$330,000 at the rates set forth in Attachments 1 and 2, which are attached and incorporated by reference, which includes the purchase of a license for the "Collaborate" data-sharing software.
- 4. For Collaborate Data Sharing Software, Town will pay \$10,900 for a one-time initial set-up and installation fee, and thereafter \$1,500 annually.

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

Town of Los Gatos

Approved as to Consent:

By: \_\_\_\_\_  
Chris Constantin, Town Manager

By: \_\_\_\_\_  
Carol Gomes Jackson, President

Department Approval:

\_\_\_\_\_  
Jamie Field, Chief of Police

Approved as to Form:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

# Sun Ridge Systems Software Support Services Agreement

This is a description of the software support, maintenance, and update/upgrade services to be provided by Sun Ridge Systems, Inc. ("SRS") to the City of Los Gatos, Los Gatos, CA ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on September 2, 2026.

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

1. **Coverage Hours.** SRS will provide a toll-free phone number and dedicated email address for support purposes during normal service hours. Normal service hours are defined as Monday-Friday, 8AM-5PM PST, except for New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day ("common holidays").

However, for instances where the Licensee's system is completely inoperable due to an SRS software problem ("critical problems") preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included. Examples of critical problems include:

- RIMS is down/not responding on multiple workstations
- Cannot create a call for service (CAD Incident)
- Cannot issue a case number
- Unable to access NCIC
- Other issues that will not allow the user to complete critical tasks

Licensee will have taken reasonable measures prior to contacting SRS support during non-service hours including:

- Verified that the issue is not related to just 1 workstation
- Restarted the workstation in question
- Contacted in-house IT support if the issue is related to network or server errors
- Verified the issue is critical enough that it cannot wait until normal support hours

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 or email.
- 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 SRS will endeavor to provide a solution or workaround within 72 hours of the problem being reported to SRS by the Licensee.
  - For other 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 secure installation and follow-on support services. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware device.

If Licensee does not allow unattended access, the SRS response to a service request may be delayed until a responsible party of the Licensee allows access. Once remote access is obtained, SRS will examine data files, investigate reported problems, and provide updates and corrections as necessary.

4. **Provision of software updates.** SRS will provide all new enhanced and updated versions of software licensed to Licensee at no additional cost. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Cost.** The cost of the services and software to be provided under this Agreement in the amount of \$57,234.00.
6. **Late Payment.** In addition to any other amounts for which Licensee is liable under this Agreement, Licensee agrees to pay to SRS a late charge equal to one percent (1%) of the amount due if Licensee fails to pay SRS any amount that is due and owing pursuant to this Agreement within sixty (60) days after Licensee's receipt of an invoice from SRS or (60) days after the expiration of the previous Agreement, whichever comes later. In addition, any invoiced amounts that are due and owing under this Agreement which Licensee fails to pay to SRS within ninety (90) days after Licensee's receipt of an invoice from SRS 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.
7. **Term.** The term of this Agreement shall be one year from the date stated in the initial paragraph and shall be annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 60 days as described in Section 6 shall be cause for terminating or suspending the Agreement at the discretion of SRS.
8. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
9. **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. (SRS reserves the right to charge for diagnostic services in the event it is determined that

the reported issue is not attributable to RIMS.) Also specifically excluded is responsibility for administration, support, or maintenance of Licensee' 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, such support services will be provided at SRS's current rate and under terms and conditions that 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.



**To:** Captain Greg Broromeo, Los Gatos-Monte Serreno Police Department  
**From:** Tamera Melrose  
**Subject:** Quotation for RIMS Software  
**Date:** July 13, 2026

The following is a quotation for RIMS software based upon your recent request.

| Item                                                | Price           |
|-----------------------------------------------------|-----------------|
| RIMS Collaborate Data Sharing Software              | \$10,000        |
| Installation Completed via Remote Access and Phone. | \$900           |
| Annual Support and Updates – First Year             | \$1,500         |
| <b>TOTAL</b>                                        | <b>\$12,400</b> |

RIMS Collaborate, integrates directly to RIMS CAD, RMS, and Mobile applications, seamlessly and connects RIMS agencies together. Agencies can share unlimited records of CAD and RMS information and view the same detailed information from other RIMS agencies. Each agency decides what information to share, down to an individual record type.

If you plan to purchase via purchase order, Sun Ridge Systems may require you to make some minor modifications to the purchase order's Standard Terms and Conditions. Specifically, sections related to Warranty and Indemnification may require modification. Examples of these modifications can be provided upon request.

This quotation is valid for 90 days and may change thereafter. If you have any questions, please call me at 800-474-2565. Thank you for your continued interest in RIMS.

By signing and accepting this quote, I agree that I have signature authority on behalf of my department and/or organization and this signature will be an electronic representation of my signature for all purposes when I use them on documents, including legally binding contracts – just the same as a wet ink signature on paper.

\_\_\_\_\_  
Authorized by: Name and Title

\_\_\_\_\_  
Date: