

# SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of \_\_\_\_\_, 2018, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and City of Emeryville a political subdivision of the State of California ("the City") located at 1333 Park Avenue, Emeryville, 94608.

**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 of the Software and Services by Sun Ridge to the City (the "Project") described in Exhibit A.

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

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

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

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

\_\_\_\_ City of Emeryville

Attn: Michael Parenti

\_\_\_\_ 1333 Park Ave

Emeryville, CA 94608 \_\_\_\_\_

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.

**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. A draft Project schedule is included in Exhibit A while a final Project schedule is to be separately generated and agreed to in writing between the parties as soon as possible after contract signing. 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, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCT.

d. Sun Ridge warrants that its professional services will be performed using required care and skill and according to the description contained in this Agreement, including exhibits.

**Section 8. Final Acceptance.** For thirty (30) days from the beginning of City's operational use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), City shall test the system for defects and anomalies. During the Test Period, Sun Ridge shall address and use reasonable efforts to resolve issues with the Software identified by City under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, City 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 ten (10) 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 ten (10) 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 and in any other agencies 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 misuse of the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

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

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

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

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

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

**Section 11. Termination Rights.** 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. Mediation. Before any party initiates litigation regarding the subject matter of this Agreement, the dispute shall be submitted to non-binding mediation conducted by the Judicial Arbitration and Mediation Services, Inc., in accordance with its rules and regulations, or by a mediator agreed to by all parties. The party that initiated the dispute shall be responsible for any deposit necessary to initiate mediation; payment of the costs of mediation will be one of the subjects of mediation.

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 (3<sup>rd</sup>) 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 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. Sun Ridge has, and hereby retains full control over the employment, direction, compensation and discharge of all persons employed by Sun Ridge who are assisting in the performance of services under this Agreement. Sun Ridge shall be responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matter. Sun Ridge shall also be responsible for its own acts and those of its agents and employees during the term of this Agreement. In its capacity as an independent contractor, Sun Ridge shall comply with any and all City operations rules and procedures that relate to the performance of its services on the City's property.

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.

i. Compliance with Laws. Sun Ridge shall perform all work under this Agreement in conformance with all applicable statutes and regulations, which include, but are not limited to, laws related to conflicts of interest, such as the financial reporting requirements and the conflict prohibitions of California state law (e.g., Gov. Code § 1090, et seq., Gov. Code, § 87100). In addition, this Agreement and any documents supplied hereunder are subject to public inspection under the California Public Records Act, California Government Code Section 6250, et seq., unless exempted by law.

j. Business License. Prior to commencement of the services to be provided hereunder, Sun Ridge shall apply to the City of Emeryville Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

k. Living Wage. If this Agreement provides for compensation to Sun Ridge of \$25,000 or more within a single fiscal year for providing services to the City, then Sun Ridge shall comply with the requirements of the City's Living Wage Ordinance set forth in Chapter 31 of Title 5 of the Emeryville Municipal Code, unless (i) Sun Ridge is a governmental entity, (ii) this Agreement is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Agreement is subject to federal or state laws or regulations that would preclude the application of the City's laws. Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Agreement for all employees of Sun Ridge who perform at least twenty-five percent (25%) of the work arising from this Agreement, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to Section 5-31.08. Sun Ridge shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City. Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against



Sun Ridge for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Agreement and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance. Sun Ridge shall notify each of its affected employees regarding wages that are required to be paid pursuant to this Agreement. "Living Wage" means no less than \$15.73 per hour (as of July 1, 2018, subject to increase annually on July 1st to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

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

SUN RIDGE SYSTEMS, INC.

CITY OF EMERYVILLE

By:



Anthony B. Richards

Its: President

By:



Its:

Approved As To Form



City Attorney's Office



## **Exhibit A Scope of Work**

Sun Ridge will provide the following deliverables.

**Software:** (Descriptions for these products may be found at <https://sunridgesystems.com/index.php/home/rims-solutions/>)

RIMS Computer Aided Dispatch Software

RIMS Records Management Software

RIMS Mobile Computer Software

RIMS E911 Link Software

RIMS State (CLETS) Link Software

RIMS In-Station Mapping Software

RIMS Mobile Mapping Software

RIMS Property Room Bar Coding Software

Citizen RIMS Public Access Software

RIMS CopLogic Link Software

RIMS ARIES Link Software

### **Hardware:**

Worth Data Bar Code Scanner (1 unit)

### **Third-Party Software:**

No third-party software is provided by Sun Ridge.

### **Project Schedule:**

A definitive project schedule will be defined and mutually agreed to as soon as possible after contract signing.

Please note that projects on a first come-first scheduled basis. This means that if another contract is signed before yours, that project will be scheduled into the first available time slots. We are not able to reserve specific timeframes for your project until contract signing.

The following high- level project plan is provided in this SOW for illustrative purposes only. The time estimates reflect durations and do not necessarily represent actual days of effort or time on site.



Task	Task Start	Task Complete	Estimated Duration	Dependency
<b>Task 1 - Contract Signing/Notice to Proceed</b>	Date TBD		1 day	
<b>Task 2 - Project Preparation</b>				
Project Kickoff Meeting			1 day	Task 1
City Provides Data for Conversion	-	-	10 days-	
SRS Provides Project Prep Documents			1 day	
Agency Identifies Data Sources for Configuration Tables			10 days	Delivery of Prep Documents
City Identifies Street File (geofile) Source			10 days	Task 1
City Provides ESRI Map Source			10 days	Task 1
<b>Task 3 – Base Applications</b>				
City Server Hardware Available				Task 1
City Provides Remote Access to Servers				
Mobile Computer Network Available to RIMS				
Install Application Software (e.g. RIMS)			1 Day	
<b>Task 4 - System Setup</b>				
Initial Setup Training			4 hours	Task 3
City Builds Initial Configuration Tables				
Load Initial Street File				
<b>Task 5 - Data Conversion</b>				
SRS Evaluates File/Trial Conversion	-	-	10 days-	
City Completes Review/Desk Audit	-	-	-	



City Scrubs Source File If Necessary	-	-	-	
City Provides Updated Source to SRS	-	-	-	
(This process repeats until clean conversion) achieved)	-	-	12 – 20 weeks	
<b>Task 6 - Training</b>				
Business Process Review			4 Days	Task 4
City Configures RIMS per BPR Recommendations				
CAD Training				
Officer/Mobile Training				
RMS Training				
Data Conversion Review	-	-	-	
Admin/Setup Review				
<b>Task 7 – Final Installation</b>				
Install Any Remaining Products				
Install Any Remaining Interfaces				
Develop/Install Any Custom Items				
<b>Task 8 - Cutover</b>				Tasks 5 & 6 Complete
Final Data Provided to SRS for Conversion			1 Day	
Final Data Conversion			.5 Day	
Cutover to RIMS			1 Day	
Begin Acceptance Period				



## Scope of Services:

1. **Installation** – Sun Ridge is responsible for the following installation services:

- Installation of all RIMS Applications (listed above) on City supplied servers
- Confirm proper setup of the City's SQL database
- Set up Live, Training and Conversion/Test RIMS databases
- Installation of the initial In-Station Maps
- Installation of the initial Mobile Maps
- Installation of an initial workstation client
- Installation of an initial mobile client

2. **Integration/Testing** – Sun Ridge is responsible for the following Integration and Testing services:

- Testing of E911 Link Software
- Testing of State Link (aka CLETS) Interface
- Integration/Testing of the Mobile Interface
- Integration/Testing of In Station and Mobile Maps
- Integration/Testing of CopLogic Link
- Integration/Testing of the ARIES Link Software

3. **Installation/Training** – All training is onsite at a City provided location. All training is “end user training”. Training days are contiguous, including weekends. Sun Ridge will provide a training plan prior to the beginning of the Dispatcher Training sessions.

Initial Setup Training	1 Day (via phone)
Business Process Review	3 Days
CAD Training	4 Days (2 sessions, 2 days/session)
Officer/Mobile Training	6 Days (3 sessions, 2 days/session)
Records	1 Day (1 session)
Administrative Follow-up/Property Room	1 Day

4. **Data Conversion** – services listed in the price chart include only converting data from your Spillman system. You are responsible for extracting that data and providing it to us for conversion. Conversion of any third-party vendor data 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 use reasonable efforts to convert the following items. In some instances, not all data may be available or suitable for conversion.

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



- Vehicles: License, state, year, color, type, log entries for connections to case and for field contacts
- Cases: Location, date report and data occurred, classification/type, offenses, case dispo and date of dispo, persons, vehicles, narratives and supplements
- Property in cases: category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged and officer.
- Premises: (newer data from the upgraded system) Common place name, address, contact person, contact phone number, alarm
- Streets: street name, intersections with block ranges
- Officers: Name, ID

#### **CAD Data is not converted.**

The project includes 2 (two) days of onsite data conversion review with a Sun Ridge trainer and your data conversion review team.

4. **Project Management** – Carol Jackson is assigned as the Sun Ridge Project Manager. She will be the point of contact for the coordination of all project activities.
5. **Map Engineering Services** – Sun Ridge will provide map engineering services whereby the City supplied ESRI-based maps will be loaded into RIMS. Sun Ridge is NOT responsible for the accuracy of the City map source.
6. **Cutover Support** – Two Sun Ridge staff will be on site for 2 days each during the initial cutover to RIMS to ensure that it goes smoothly and to address any questions or problems.
7. **Documentation** – Documentation is installed on the server at the time of software installation. City is free to distribute electronic and hardcopy versions of the documentation as necessary.

#### **City Responsibilities:**

- Assign a Project Manager for single point of contact and coordination for Sun Ridge Project Manager
- Coordinate and schedule resources of the Emeryville Police Department and IT staff
- Provide all requisite hardware meeting at least the minimal hardware requirements specified by Sun Ridge Systems, Inc.

- Provide system and other third-party software including SQL, 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 (Spillman, E911 provider, DOJ, Lexis-Nexis (Coplogic), City IT, County IT (ARIES) etc.) and coordinate their schedules and costs they may charge you to provide their portion of the interface to RIMS.
- Extract data from Spillman RMS for conversion into a mutually agreed to format
- Review converted data, notifying Sun Ridge in an expedited fashion of conversion anomalies
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Assign RIMS System Administrators
- Ensure all user maintained 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 City staff into requisite classes
- Assign senior personnel to classes to present any changes in business processes to line staff
- Assume all costs for potential City staff overtime required to complete the project per agreed to project schedule
- Purchase a minimum of one (1) DYMO LabelWriter 450 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256



- Schedule RIMS System Administrators to cover shifts during system cutover.

## Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	\$77,000
RIMS Mobile Computer Software	\$28,000
RIMS E911 Link Software	\$6,000
RIMS State Link Software (CLETS)	\$6,000
RIMS In Station Mapping Software	\$15,000
RIMS Mobile Mapping Software	\$6,000
RIMS Property Room Bar Coding Software	\$8,000
Citizen RIMS Public Access Software	\$4,800
RIMS CopLogic Link Software	\$1,900
ARIES Interface - RIMS RMS	\$3,200
Mapping Data Engineering Services	\$2,500
Worth Data Bar Coding Equipment	\$1,700
Data Conversion Services	\$35,000
Installation and Training	\$80,616
First Year Support and Updates	\$23,385
California Sales Tax	\$153
<b>CONTRACT AMOUNT</b>	<b>\$299,254</b>



## Exhibit C – Support Services Agreement

This Software Support Services Agreement (the "Support Services Agreement") sets forth a description of the software support, maintenance, and enhancement services to be provided by Sun Ridge Systems, Inc. ("Sun Ridge"), to the City ("Licensee") as part of the Software and Services Agreement to which it is attached as an exhibit (the "Agreement"). This Support Services Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on the date of signing of the Agreement.

Under this Support Services Agreement, Sun Ridge agrees to provide the following services and products to Licensee:

1. **Coverage Hours.** Sun Ridge 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 New Years Day, President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day ("common holidays"). However, for instances with the Licensee's system is complete 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's 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 Licensee.
    - For critical problems, Sun Ridge 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"), Sun Ridge will endeavor to provide a solution or work around within 72 hours of the problem being reported to Sun Ridge by the Licensee.
    - 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. **Licensee equipment and software responsibilities.** Licensee agrees to have a means available for Sun Ridge to remotely connect to Licensee's system when a problem is reported. The software product used by Sun Ridge is Bomgar Remote Support Software, chosen because it provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a security hardware device.

Sun Ridge will use this line only with the Licensee's permission.

Sun Ridge will use this link to connect to Licensee's system to examine data files, update and repair them when necessary, and download maintenance-related logs automatically maintained by the Software. Sun Ridge will also use this line to upload fixes to problems to Licensee's system when appropriate.

4. **Provision of software updates.** Sun Ridge 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 Sun Ridge to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the Sun Ridge's 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. **Cost.** The cost of the services and software to be provided under this Support Services Agreement is provided in **Exhibit B**.
6. **Term.** The initial term of this Support Services Agreement shall be one year from the commencement of the Initial Test Period as set forth in the Agreement, and shall be automatically renewed for another year (the "Renewal Term") upon payment of invoice. Payment for the year is due in advance of the day the services begin. Non-payment of the support invoice within forty-five (45) days of the commencement of the Renewal Term shall be cause for terminating the Support Services Agreement by Sun Ridge upon written notice to the City unless the non-payment is cured within ten (10) days from the City's receipt of such written notice.
8. **Termination.** Licensee may terminate this Support Services Agreement with or without cause upon ninety (90) days written notice to Sun Ridge. 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 Sun Ridge to the end of the remaining term of the Support Services Agreement.
8. **Limitations.** Sun Ridge agrees to provide support only for Software provided by Sun Ridge. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Support Services Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although Sun Ridge 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 purchase support services outside the limitations of this agreement at the then current Sun Ridge's hourly labor rate.

This Support Services 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 Licensee in determining whether a problem is RIMS application software in nature.