



**CITY OF PALO ALTO
CITY COUNCIL
Special Meeting**

**Tuesday, November 12, 2024
Council Chambers & Hybrid
5:30 PM**

| Agenda Item |
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6. Approval of the Tri-Cities Consortium Computer Aided Dispatch System Software Agreement with Sun Ridge Systems Inc. in an Amount Not to Exceed \$339,857 for Five Years to Implement a New Computer Aided Dispatch System for the Communications Departments of Palo Alto, Mountain View, and Los Altos; CEQA Status - Not a Project *Consent Questions*



City Council Staff Report

From: City Manager

Report Type: CONSENT CALENDAR

Lead Department: Information Technology

Meeting Date: November 12, 2024

Report #:2409-3524

TITLE

Approval of the Tri-Cities Consortium Computer Aided Dispatch System Software Agreement with Sun Ridge Systems Inc. in an Amount Not to Exceed \$339,857 for Five Years to Implement a New Computer Aided Dispatch System for the Communications Departments of Palo Alto, Mountain View, and Los Altos; CEQA Status - Not a Project

RECOMMENDATION

Staff recommends the City Council approve and authorize the City Manager or their designee to execute the Tri-Cities Consortium Contract (Attachment A) with Sun Ridge Systems, Inc., for a Computer Aided Dispatch System for a term of five (5) years and a total amount not-to-exceed \$339,857. This represents Palo Alto's share of the costs as shared with the cities of Mountain View and Los Altos.

EXECUTIVE SUMMARY

A Computer Aided Dispatch (CAD) system facilitates incident response and communication. CAD systems, in many cases, are the first point of entry for information regarding an incident. Typical CAD system functions include resource management, dispatching, unit status management, call disposition, interfacing with mobile data computers (MDCs), and interfaces with external local, state, and federal information systems.

BACKGROUND

In 2008, the City Managers of Los Altos, Mountain View, and Palo Alto agreed to a broad initiative of sharing public safety technology as a method to conserve resources, improve response times, increase the resiliency and the redundancy of these critical systems, and to enhance interoperable communications between first responders in the three cities. This initiative presented the "virtual consolidation" concept and the framework to share public

safety technology and communication systems. In 2012, the Tri-Cities Consortium was formed by agreement¹.

The Consortium collaborated to cost share the purchase of Communications systems, jointly procured a Computer Aided Dispatch (CAD) and Records Management System (RMS) through Intergraph Corporation. The CAD system was implemented in 2013.

In 2020, the Consortium purchased Sun Ridge's Police Records Management System (RMS)². The CAD license was purchased as part of the project to allow the department to collect state-mandated Racial and Identity Profiling Act (RIPA) data, pursuant to AB 953, using Sun Ridge's call for service module.

ANALYSIS

Procurement Process

In July 2023, the City of Los Altos, acting as the Contractual Agent of the Consortium, issued a Request for Proposal (RFP) for a new Computer Aided Dispatch system. Palo Alto Municipal Code (PAMC) 2.30.360(j) allows for an exemption from competitive solicitation requirements for cooperative purchases with one or more other public agencies, provided the services are solicited using methods substantially similar to the City's. The City of Los Altos has a public procurement procedure consistent with Palo Alto and the Consortium followed those procedures in the review and election of a CAD vendor. Three proposals were received in response to the RFP. Palo Alto Police, Fire, and Information Technology staff carefully reviewed each firm's qualifications and submittal in response to the criteria identified in the RFP.

The Consortium created a committee consisting of employees at all levels and positions within the three city's police and fire departments. The committee was tasked with carefully reviewing each firm's qualifications and submittals in response to the criteria identified in the RFP. The committee assessed each proposal via an assessment point rating scale based on quality and completeness of the proposal, functionality and performance of the solution, methodology and proposed approach to project management, implementation and training, experience, financial stability, record of performance, customer support, and compliance with applicable laws, regulations, and policies. The committee also assessed the following: compliance to essential features and interface needs, level of service and responsiveness, cost of implementation and maintenance, and proposer's willingness and ability to negotiate a contract acceptable to each city. Sun Ridge Systems, Inc. (Sun Ridge) was recommended by the committee as the preferred

¹ City Council, February 21, 2012; Agenda Item #6, SR#1829

<https://www.cityofpaloalto.org/files/assets/public/v/1/from-archive/agendas-minutes-reports/reports/city-manager-reports-cmrs/2012/id-1829.pdf>

² City Council, November 30, 2020; Agenda Item #9, SR#11763

<https://www.cityofpaloalto.org/files/assets/public/v/1/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2020-2/id-11763.pdf>

solution due to the quality of their services, the experience of their staff, and their ability to provide future services. The cities of Los Altos, Palo Alto, and Mountain View's staff have reviewed and recommend the approval of the agreement.

FISCAL/RESOURCE IMPACT

Palo Alto's fees for this project are shared by the Consortium and charged at 37.96% of the total cost. These costs are allocated according to the City and Stanford's population statistics from 2020, as agreed in the Tri-Cities Consortium Memorandum of Understanding. The full portion of the Sun Ridge contract, including the first year's annual maintenance fees for Palo Alto, will be \$339,857. The total purchase will be \$789,966, divided between the three cities, based on population. The cost for Palo Alto's portion of the installation and implementation is \$243,787 (first-year costs) and is expected to complete in late FY 2025. As with any new system, integration with existing platforms will be necessary for continuity of operations. Staff are aware that these interfaces with existing and planned interfaces require additional resources to ensure this new system meets all the multi-departmental requirements for operation.

The FY 2025 Adopted Capital Budget included the full funding necessary for the implementation for this project under project TE-23000. Ongoing support costs are anticipated beginning in FY 2026 at an annual cost of approximately \$24,000, with maintenance costs increasing 5% annually. Funding for maintenance of a CAD system is already budgeted annually in the Information Technology Department and the costs are allocated to the Police Department. This practice will be continued in future budget cycles, subject to City Council approval.

Funding Sources Schedule

| Funding Source | Prior Years | FY 2024 Budget | FY 2024 Estimate | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | 5 Year CIP Total | Beyond 5 Year CIP | Total |
|-----------------|-------------|------------------|------------------|------------------|------------|------------|------------|------------|------------------|-------------------|------------------|
| Technology Fund | 0 | 650,000 | 10,000 | 640,000 | 0 | 0 | 0 | 0 | 640,000 | 0 | 650,000 |
| Total | \$0 | \$650,000 | \$10,000 | \$640,000 | \$0 | \$0 | \$0 | \$0 | \$640,000 | \$0 | \$650,000 |

Expenditure Schedule

| Project Phase | Prior Years | FY 2024 Budget | FY 2024 Estimate | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | 5 Year CIP Total | Beyond 5 Year CIP | Total |
|---------------|-------------|------------------|------------------|------------------|------------|------------|------------|------------|------------------|-------------------|------------------|
| Construction | 0 | 650,000 | 10,000 | 640,000 | 0 | 0 | 0 | 0 | 640,000 | 0 | 650,000 |
| Total | \$0 | \$650,000 | \$10,000 | \$640,000 | \$0 | \$0 | \$0 | \$0 | \$640,000 | \$0 | \$650,000 |

The Consortium has included a payment schedule, both in the RFP and the attached Sun Ridge contract. Mountain View is the Fiscal Agent for this project and will submit invoices to Palo Alto as the project progresses through to completion.

STAKEHOLDER ENGAGEMENT

This contract was evaluated and agreed to by the cities of Los Altos, Mt View, and Palo Alto. In addition, the contract was reviewed and coordinated with internal departments including legal, procurement, and financial functions to ensure alignment with City policies and procedures.

ENVIRONMENTAL REVIEW

These services do not constitute a project for the purposes of the California Environmental Quality Act.

ATTACHMENTS

Attachment A: Sun Ridge Systems, Inc. Software and Services Agreement

APPROVED BY:

Darren Numoto, Chief Information Officer

SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of _____, 2024, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and City of Los Altos, a political subdivision of the State of California ("the City") located at 1 North San Antonio Road, Los Altos, 94022.

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 Sneh Kukreja (City of Palo Alto) in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the "Project") described in Exhibit A.

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

| <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:

Chandra Kooner
Mountain View Police Department
1000 Villa Street
Mountain View, CA 94041

650-903-6700

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 the City is liable under this Agreement, the City agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if the City fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after the City's receipt of an invoice from Sun Ridge. Any invoiced amounts that are due and owing under this Agreement which the City fails to pay to Sun Ridge within ninety (90) days after the City's receipt of an invoice from Sun Ridge shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the City to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

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

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

Section 8. Final Acceptance. For thirty (30) days from the beginning of Agency's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), Agency shall test the system for defects and anomalies. "Operational Use" is defined as the Agency's use of the Sun Ridge Software in the course of the Agency's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by Agency under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, Agency shall accept or reject the Software as follows:

a. If the 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 the City decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by the 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 the 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 the City fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then the City's final acceptance of the Software shall be considered to have occurred and the City and Sun Ridge shall proceed as described in section 8.a above.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software on all computers in the City's agency. Software may not be used at any other agencies unless explicitly agreed to in writing by Sun Ridge;

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The City shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The City acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

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

i. Sun Ridge may immediately terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving written notice of such termination to the City. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The City may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge.

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

iv. The provisions of Sections 7 and 11 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, shareholders, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the City or its employees, agents or

other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the City's use or inability to use the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

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

i. 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 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. 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 City cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the City (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the City, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City at the address indicated in the initial paragraph of this Agreement or to electronic mail address _____; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, or electronic mail address TRichards@SunRidgeSystems.com. Notices may be given by electronic mail transmission to such address as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such address with confirmation of a successful transmission.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

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

SUN RIDGE SYSTEMS, INC.

City of Los Altos

By:

By:

Carol Gomes Jackson

Its: President

Its:

Exhibit A Scope of Work

Section 1 – Software Licenses

The City has purchased the following software licenses:

- RIMS Computer Aided Dispatch Software (LA/MV)
- iRIMS Fire Mobile App Software (MV/PA)
- RIMS Mobile Mapping Software
- RIMS2Txt

The City has purchased the following RIMS interface software:

- RIMS ProQA (Priority Dispatch) Link Software (MV/PA)
- RIMS Fire RMS Link Software (ImageTrend) (MV)
- RIMS Fire RMS Link Software (ESO) (PA)
- RIMS Alameda County AWS Link Software
- RIMS PulsePoint Link Software (MV/PA)
- RIMS Fire Station Alerting Link Software – USDD (MV/PA)
- RIMS Tablet Command Link Software (MV/PA)
- RIMS E911 Link Software
- RIMS Body Worn Camera Link Software (LA/MV)
- RIMS Cry Wolf Link Software (MV Only)
- RIMS Alarm Program Systems (APS) Link Software (LA/PA)
- First Watch Fire RMS Link (MV)

The City has purchased the following software enhancement:

- Geo-Fencing Functionality: Auto-Status Change to Enroute
 - For fire units, the unit's status is automatically changed after it is more than X (configurable feet) from the currently assigned fire station. The station's Latitude/Longitude can be set using the Data Validation Table-Fire Stations.
 - Using the GPS from the fire unit reported via Mobile RIMS or Cradlepoint type modem via our Mobile Computer Controller, the Unit will automatically update the status from DISP (Dispatch) to ENRT (Enroute).
- Auto-Status Change on Arrival
 - For fire units or police units, the unit's status is automatically changed after it is within X (configurable feet) from the current unit's location to the assigned incident's location. For example, you could set this to be within 75 feet of the destination to automatically change the unit status from ENRT to ONSCENE. The distance, in feet, is configurable by fire or police agency records.
 - Note that this may not work 100% since the incident and the unit's arrival locations may be outside the agency setting. This is true if the unit stages somewhere else - in these cases, the Unit will need to change their own status.

Section 2 - Project Schedule

Upon execution of the Agreement, Sun Ridge and the City shall define a mutually agreed on project schedule.

Section 3 – Hardware/Equipment

Sun Ridge is providing no hardware/equipment.

Section 4 – Third-Party Software

Sun Ridge is providing no Third-Party software.

Section 5 - Installation

Sun Ridge will install all Sun Ridge provided Software on the Consortium's servers which are currently running RIMS RMS. Sun Ridge will provide instruction to the City staff on how to install the client workstation Software and Mobile/App Software. The City's servers and workstations (including desktop and laptop computers as well as Android and/or iOS devices) shall meet the minimum specifications set forth in Section 10. Access to the City supplied servers shall be via unattended remote access using a product called Bomgar by Beyond Trust, provided by Sun Ridge. As part of installation, Sun Ridge will set up a basic system backup process to local disks, if the City does not currently have a backup process already running on these servers.

Section 6 – Configuration

Sun Ridge will provide the following sessions to the City's designated RIMS Administrators:

RIMS Configuration and Setup: Consists of up to 16 hours for CAD configuration and setup training, conducted via phone and/or remote access. The City's "RIMS Administrators" will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the City. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. Discussions will include:

- Customization of drop-down menu choices
- The City's dispatch operational decisions

Section 7 - Integration.

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

Section 8 - Training

Sun Ridge is providing “end user” training all of which shall be conducted on-site at a City provided location(s). Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session, generally following the parameters and total number of classes set forth in the chart below but with the specifics mutually agreed upon by the Parties.

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

Training

| Subject | Sessions Offered | Days Per Session | Total Days | Class Size |
|-----------------------------------|-------------------------|-------------------------|-------------------|---|
| CAD/Dispatcher | 3 | 2 | 6 | End-User Training Format - No more than 1 student per workstation/10 students per session max |
| Officers/Mobile Refresher for CAD | 1 | 1 | 1 | Train the Trainer Format |
| Admin Review | 1 | 1 | 1 | TBD |

Section 9 - Go Live Support

Three (3) Sun Ridge staff will be on site on the day of and two (2) Sun Ridge staff will be onsite the day after go live. Staff will be onsite to answer questions and to address any system problems.

Section 10 - The City's Responsibilities

The City is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Installation of all remaining smartphone/tablet devices
- Coordinate and schedule resources of the City to include IT staff
- Identify RIMS Administrators

- Provide data communications infrastructure (network, wireless, internet, intranet)
- Complete, submit and gain approval of updated DOJ CLETS application
- Coordinate testing of the CLETS Message Switch
- Contact third party vendors, and any other required third-parties, and coordinate their schedules and costs they may charge the City to provide, install and test their portion of the interface to RIMS.
- Ensure accuracy of the geofile
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities and workstations (meeting minimum workstations requirements) and ensure access to RIMS training database from the training location(s)
- Training facilities must meet current Federal, State and local guidelines for health and safety, including those that may affect class size and physical configuration
- Make paper copies of class materials and handouts provided by Sun Ridge
- Schedule the City's staff into requisite classes
- Assume any costs for staff overtime or other expenses incurred to support training schedule
- The City will allow **unattended remote access** (during implementation) to Sun Ridge allowing the use of Bomgar by BeyondTrust remote access software so that Sun Ridge may meet its responsibilities under this Agreement
- The City will provide the following hardware meeting the following minimum specifications:
 - **Database Software:** Purchase additional cores of Microsoft SQL Server software (Standard Edition) required to run the RIMS database if needed.
 - **Servers:** Ensure existing RIMS servers have sufficient disk space for the addition of the CAD databases.
 - **Monitor Resolution: 1920 x 1080**
 - **Minimum Specifications (If using existing PCs and servers)**

| Office Workstations | Database Servers |
|------------------------|--|
| Microsoft Windows 10+ | Microsoft Windows Server 2016+ |
| 2+ Ghz Processor / i5+ | Microsoft SQL Server 2016+ |
| 8 GB+ RAM | Intel 2 GHz+ Processor |
| Any Size Disk Space | 16 GB+ RAM |
| | 3x Current System Database Size for Conversion |

- **Minimum Specifications (If purchasing new PCs and servers)**

| Office Workstations | Database Servers |
|-----------------------|--|
| Microsoft Windows 10+ | Microsoft Windows Server 2022+ |
| i7/i9 Processor | Microsoft SQL Server 2022+ |
| 16 GB+ RAM | i7, Xeon, or AMD Equivalent Processor |
| Any Size Disk Space | 32 GB+ RAM |
| | 3x Current System Database Size for Conversion |

- **Mobile Computer Specifications:** RIMS Mobile Computer Software/OFR Software and RIMS Mobile Mapping run on Windows laptops or Windows tablets per the following minimum specifications:

- **Recommended Specifications (If purchasing new Laptops/Tablets)**

| Android Devices | iOS Devices |
|-----------------|-------------|
| Android v13+ | iOS v16+ |

Optional features for Mobile RIMS: include support for touchscreens, locally connected GPS devices (COM-port Serial or network connection to the modem), NFC readers for YubiKeys (MFA), and Driver's License barcode scanning using enabled Getac tablets or DL scanners (Com-port Serial – AAMVA format – purchased separately by the City).

- **FBI CJIS Requirements:** All workstations must comply with FBI CJIS policies, including Multi-Factor Authentication (MFA). MFA can be provided within the Sun Ridge Systems products, or the City can use its own solution. Sun Ridge Systems only offers two MFA possession solutions: Time- Based One-Time Password (TOTP) Authenticator and physical YubiKeys (purchased by the City). For mobile devices using Mobile RIMS or iRIMS, a Mobile Data Management (MDM) software product may be required, which Sun Ridge Systems does not provide nor sell. The City is responsible for other FBI CJIS requirements, including virus protection, local firewalls, and VPNs.
- *Effective October 1, 2024, Multi-factor Authentication will be required for all workstations, except for Dispatch workstations.

Exhibit B – Contract Amount

CL = Currently Licensed

NP = Not Provided

| TABLE 1 - Application Software | | | | | | | | | |
|---|-----------|--------------------------|---------------|------------------------------|-----------|--------------------------|--|------------------------|-----------------------|
| Component | Los Altos | Los Altos Annual Support | Mountain View | Mountain View Annual Support | Palo Alto | Palo Alto Annual Support | | TOTAL COSTS - SOFTWARE | TOTAL COSTS - SUPPORT |
| <i>Web Query Clients</i> | | | | | | | | | |
| Not Proposed | | | | | | | | | |
| Not Proposed | | | | | | | | | |
| Not Proposed | | | | | | | | | |
| <i>Full Dispatch Capable Workstations</i> | | | | | | | | | |
| RIMS CAD | \$70,900 | \$9,700 | \$163,000 | \$22,325 | CL | CL | | \$233,900 | \$32,025 |
| RIMS2Txt | \$1,955 | \$270 | \$5,290 | \$725 | \$4,255 | \$585 | | \$11,500 | \$1,580 |
| TOTAL CAD APPLICATION COST | | | | | | | | \$245,400 | \$33,605 |

| TABLE 2 - Mobile Application | | | | | | | | |
|--|------------------|---------------------------------|----------------------|-------------------------------------|------------------|---------------------------------|-------------------------------|------------------------------|
| Component | Los Altos | Los Altos Annual Support | Mountain View | Mountain View Annual Support | Palo Alto | Palo Alto Annual Support | TOTAL COSTS - SOFTWARE | TOTAL COSTS - SUPPORT |
| <i>Vehicular Mobile/MDT License</i> | | | | | | | | |
| | CL | CL | CL | CL | CL | CL | \$0 | \$0 |
| <i>Tablet License (iRIMS Fire)</i> | | | | | | | | |
| | NP | NP | \$33,350 | \$4,570 | \$33,350 | \$4,570 | \$66,700 | \$9,140 |
| <i>SmartPhone License (iRIMS Fire)</i> | | | | | | | | |
| See Tablet License | NA | NA | NA | NA | NA | NA | NA | NA |
| TOTAL MOBILE APPLICATION COSTS | | | | | | | \$66,700.00 | \$9,140.00 |

| TABLE 3 - Interfaces | | | | | | | | |
|--------------------------------|------------------|---------------------------------|----------------------|-------------------------------------|------------------|---------------------------------|-------------------------------|------------------------------|
| Component | Los Altos | Los Altos Annual Support | Mountain View | Mountain View Annual Support | Palo Alto | Palo Alto Annual Support | TOTAL COSTS - SOFTWARE | TOTAL COSTS - SUPPORT |
| <i>Interfaces</i> | | | | | | | | |
| ESInet | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| Mass Notification (Everbridge) | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| Motorola Astro 25 PTT | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| Priority Dispatch | NP | NP | \$6,900 | \$945 | \$6,900 | \$945 | \$13,800 | \$1,890 |
| CLETS | CL | CL | CL | CL | CL | CL | \$0 | \$0 |
| Santa Clara CJIS | CL | CL | CL | CL | CL | CL | \$0 | \$0 |
| Fire RMS - ImageTrend | NP | NP | \$12,650 | \$1,735 | NP | NP | \$12,650 | \$1,735 |
| Fire RMS - ESO | NP | NP | NP | NP | \$12,650 | \$1,735 | \$12,650 | \$1,735 |
| Police RMS - RIMS | CL | CL | CL | CL | CL | CL | \$0 | \$0 |
| Animal Control - Chameleon | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| Trafficware | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| AWS | \$11,500 | \$1,575 | \$11,500 | \$1,575 | \$11,500 | \$1,575 | \$34,500 | \$4,725 |
| PulsePoint | NP | NP | \$11,500 | \$1,575 | \$11,500 | \$1,575 | \$23,000 | \$3,150 |
| Fire Station Alerting (USDD) | NP | NP | \$10,350 | \$1,418 | \$10,350 | \$1,418 | \$20,700 | \$2,836 |
| Tablet Command | NP | NP | \$14,950 | \$2,050 | \$14,950 | \$2,050 | \$29,900 | \$4,100 |
| VESTA E911 | \$11,300 | \$1,500 | \$17,350 | \$2,400 | \$17,350 | \$2,400 | \$46,000 | \$6,300 |
| Reddinet | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| BWC - AXON | \$3,450 | \$473 | \$3,450 | \$473 | NP | NP | \$6,900 | \$946 |

| | | | | | | | | |
|---|---------|-------|----------|---------|---------|-------|------------------|-----------------|
| BWC - Motorola | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| Digital Evidence Management - AXON | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| Digital Evidence Management - Veripic | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| Netclock | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| False Alarm Program – CryWolf | | | 5,750 | \$800 | | | \$5,750 | \$800 |
| False Alarm Program – APS (CitySupport) | \$5,175 | \$700 | NP | NP | \$5,750 | \$800 | \$10,925 | \$1,500 |
| Hexagon CAD-to-CAD (legacy Data) | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| HRMS Telestaff | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| GIS (Arc/ESRI) | NP | NP | NP | NP | NP | NP | \$0 | \$0 |
| First Watch Fire RMS Link | NP | NP | \$12,650 | \$1,650 | NP | NP | \$12,650 | \$1,650 |
| TOTAL INTERFACE COSTS | | | | | | | \$229,425 | \$31,367 |

| TABLE 4 - Other Module/Components | | | | | | | | |
|--|------------------|---|---------------------------|--|----------------------|--|---------------------------------------|--------------------------------------|
| Component | Los Altos | Los Altos Annual Support | Mountai n View | Mountai n View Annual Support | Palo Alto | Palo Alto Annua l Support | TOTAL COSTS - SOFTWARE | TOTAL COSTS - SUPPORT |
| <i>Other Modules</i> | | | | | | | | |
| RIMS Mobile Mapping Software | \$10,350 | \$1,550 | \$20,700 | \$2,775 | \$20,700 | \$2,775 | \$51,750 | \$7,100 |
| Geo-Fencing Functionality | \$9,800 | \$800 | \$9,800 | \$800 | \$9,800 | \$800 | \$29,400 | \$2,400 |
| TOTAL OTHER COSTS | | | | | | | \$81,150 | \$9,500 |

| TABLE 5 - Total Application Software Costs | | |
|---|-------------------------------|------------------------------|
| Component | TOTAL COSTS - SOFTWARE | TOTAL COSTS - SUPPORT |
| <i>Other Modules</i> | | |
| TOTAL CAD APPLICATION COST | \$245,400 | \$33,605 |
| TOTAL MOBILE APPLICATION COSTS | \$66,700 | \$9,140 |
| TOTAL INTERFACE COSTS | \$229,425 | \$31,367 |
| TOTAL OTHER COSTS | \$81,150 | \$9,500 |
| TOTAL APPLICATION SOFTWARE COSTS | \$622,675 | \$83,612 |

Attachment E - Form 5 - Implementation Cost

CL = Currently Licensed

NP = Not Proposed

| Item | Total Implementa tion Costs |
|--|-----------------------------------|
| CAD Installation | \$38,125 |
| MDC Installation | Included |
| Smartphone/Tablet Installation | \$1,800 |
| System Interfaces Integration | \$49,200 |
| System Hardware, Platforms and OS Integration | NP |
| Site Development and System Integration | NP |
| GIS and Mapping Integration | Included |
| System Reporting and Analytics Integration | NP |
| Project Management | \$48,936 |
| Business Process Reengineering and Organizational Change Mgmt | See System Configuration |
| Documentation Creation and Support Services | NP |
| Legacy Data Access Services | NP |
| System Configuration | Included in Training |
| End-User and Administrator Training | \$18,875 |
| System Testing | NP |
| Testing | Included |

| | |
|-------------------------|----------------------|
| Go-Live On-Site Support | Included in Training |
| Travel | \$10,355 |
| Escrow | NP |
| Other (describe) | |

**TOTAL SYSTEM
IMPLEMENTATION COSTS \$167,291**

Attachment E - Form 7 Total One Time Costs

| Item | One-Time Cost | Total Annual Maintenance Cost | Annual Yearly Maintenance Cost Increase (%) |
|------------------------------|------------------|-------------------------------|---|
| System Software | NP | | |
| Application Software | \$622,675 | \$83,612 | 5% |
| Implementation | \$167,291 | | |
| Total Contract Amount | \$789,966 | | |
| Optional Costs | NP | | |

Exhibit C – Support Services Agreement

This is a description of the software support, maintenance, and update/upgrade services to be provided by Sun Ridge to the City (“Licensee”) as part of a Software Support Services Agreement (“Agreement”). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee.

Under this agreement Sun Ridge agrees to provide the following services to Licensee:

1. **Coverage Hours.** Sun Ridge 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 4th, 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 a Sun Ridge 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 Sun Ridge’s 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. **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 or email.
 - 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, Sun Ridge will endeavor to provide a solution or workaround within 72 hours of the problem being reported to Sun Ridge by the Licensee.
 - For other 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 allow Sun Ridge to remotely connect to Licensee's system when a problem is reported. Sun Ridge 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 a Sun Ridge server that hosts a BeyondTrust security hardware device.
- If Licensee does not allow unattended access, the Sun Ridge response to a service request may be delayed until a responsible party of the Licensee allows access. Once remote access is obtained, Sun Ridge will examine data files, investigate reported problems, and provide updates and corrections as necessary.
4. **Provision of software updates.** Sun Ridge 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 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. **Term.** The term of support services shall be one year 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 shall be cause for terminating or suspending the support services at the discretion of Sun Ridge.
6. **Termination.** Licensee may terminate support services 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 Agreement.
7. **Limitations.** Sun Ridge agrees to provide support only for public safety application software provided by Sun Ridge. 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 Sun Ridge may assist Licensee in isolating problems to this software. (Sun Ridge 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 Sun Ridge provide support services outside the limitations of this Support Services Agreement. If Sun Ridge agrees to provide any requested additional support services, such support services will be provided at Sun Ridge's current rate and under terms and conditions that 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 Licensee in determining whether a problem is RIMS application software in nature.