

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

FROM: Commander Robert Meisner

SUBJECT: Supplemental Appropriation for Police Records Information Management System (RIMS)

DATE: January 13, 2014

City Council Goals:

- To provide for effective and efficient delivery of City services.
- To design infrastructure and public facilities to be efficient, cost effective and to contribute to the cohesion and character of the community.
- To maintain and improve infrastructure.
- To provide public service that assures the safety of property and citizens residing, working or visiting in Brisbane.

Purpose:

The police department must upgrade their current Records Management System to one that maintains interoperability with San Mateo PD (our current dispatch provider) and other departments in the county.

Recommendation:

The police department recommends that the city council consider and approve a supplemental appropriation of funds of \$137,023.00 to procure the Records Integrated Management System (RIMS) from Sun Ridge Systems, Inc., and authorize the Mayor to sign an execute the attached contract.

Background:

In 2003, the Brisbane Police Department began contracting with the San Mateo Police department for dispatch services. This included the opportunity to join with San Mateo PD and share their state of the art Computer Aided Dispatch (CAD) and Records Management System (RMS). The current system has served us well over the years but lacks features and functionality to move us forward into the future. The San Mateo Police Department is upgrading their entire CAD/RMS platform to RIMS which will close several gaps in the existing system and allow interoperability with other agencies in the county, all of which have already converted or have committed to convert their systems to RIMS. As a result, we too must upgrade our software to be compatible with San Mateo PD's dispatch and records system and other systems in the county.

Discussion:

The Brisbane Police Department purchased our existing CAD/RMS system in 2003 when we contracted with the San Mateo Police Department for dispatch services. The current system by Hitech Systems Inc. no longer meets the demands of the police department for information sharing on a regional basis. Our current system does not allow integration with other systems without the need for costly and ineffective middleware. All of the other law enforcement agencies in the county are migrating to a single vendor, Sun Ridge Systems, to ensure interoperability and the ability to track crime data and criminals throughout the 20 cities and special districts in our county.

A number of significant and costly issues have developed over the years. Our current CAD/RMS system does not include an integrated report writing module, so we are contracting with a different company to allow crime reports to be written on the computer. We are also required to use a third software program for traffic accident reports. There is no interface between these systems. As a result, the information from these reports must be entered manually into the RMS system. In addition, all the reports must be printed and scanned in order to have a digital archive. This is counterproductive in achieving our goal of a “paperless” system and has resulted countless hours of staff time needed to manage and store the data generated by these separate systems.

Additionally, the current CAD/RMS system does not allow for easy access of information because of the complicated and cumbersome process of extracting crime data for analysis purposes. This makes it difficult for us to get an integrated overview of important information necessary to track trends and predict future incidents that would provide us the opportunity to proactively deter crime. Our current system also does not have an automated Evidence/Property room tracking and inventory system. Additionally, it does not allow for tracking of equipment issued to police personnel. These tasks are currently done manually with pencil and paper.

It is very important to note that in addition to San Mateo and Brisbane, the four other cities that currently don't use Sun Ridge Systems (San Bruno, Burlingame, Colma, and Hillsborough) are all currently migrating over to the Sun Ridge System. By using the same system throughout the county, all police agencies will have the capability of readily sharing information including, but not limited to, reports, photos, video, and crime trends. This will create a state-of-the-art information sharing system, not only in San Mateo County, but throughout the entire Bay Area between all current subscribers to the Sun Ridge System.

By purchasing Sun Ridge Systems, we will also be creating a system of interoperability throughout the county. Dispatchers and records personnel from any agency would be able to work in any of the other dispatch or records centers in case of an emergency. This will also allow Brisbane, should the need arise, to seek a contract with any of the other agencies in San Mateo County for dispatch services. This ability to shop around puts us in a stronger bargaining position should we need to look elsewhere for dispatch services.

Most importantly, by migrating over to Sun Ridge Systems at the same time as the other agencies mentioned above, we will be able to leverage economies of scale and share resources and costs for project management, training, and implementation logistics. We have consulted with the other cities that currently use Sun Ridge System and will be able to benefit from their lessons learned and have confirmed that Sun Ridge System has delivered a product that is both efficient, effective, and responsive to law enforcement needs. In fact, Sun Ridge Systems has more than three times as many sites in California than any other CAD/RIMS provider.


Fiscal Impact:

The purchase price of the Sun Ridge System is \$133,323 which includes the RIMS software licensing, installation, training and first year-maintenance fees of \$9,844. There will be additional costs of approximately \$3,700 for contracts with other vendors to convert the Hitech system data to the new RIMS software (\$3,000) and to purchase hardware to upgrade the security for our mobile computer devices (\$700). This brings the total initial project cost to **\$137,023.00**. The on-going maintenance costs are expected to stay the same for the foreseeable future.

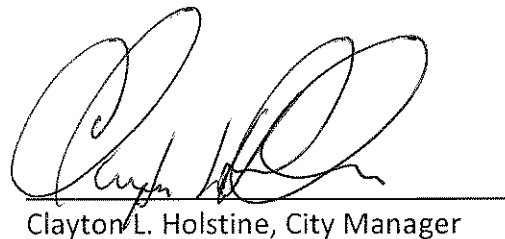
The City projected to end fiscal year 2012/13 with an ending fund balance of \$9,879,000. Instead, based on revenues being higher than projected and expenditures being lower than projected, in FY 2012/13 the General Fund ended with an ending fund balance of approximately \$11,000,000. Using \$137,000 of ending fund balance for this purpose would still keep our projected FY 2013/14 ending fund balance higher than originally projected at \$9,031,000. Additionally, some revenues are coming in higher than projected (Transient Occupancy Tax, and a refund from prior year property taxes), as well as some revenue being lower than anticipated (police officers not being hired at the beginning of the year). So we may not need to use fund balance if the City performs better than anticipated.

Attachments:

Attachment #1 – Contract



Robert Meisner, Police Commander



Clayton L. Holstine, City Manager

SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of January 13, 2014, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and The City of Brisbane, a political subdivision of the State of California ("the City") located at 50 Park Place, Brisbane, CA 94005.

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 B attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. City Project Manager. Sun Ridge shall work under the general direction of Commander Robert Meisner 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 C according to the following schedule ("Payment Schedule"):

<u>Milestone</u>	<u>Amount of Payment</u>
Contract Signing	25% of Contract Amount
Software Installation Complete ¹	25% of Contract Amount
Training Complete ²	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 Brisbane Police Department
50 Park Place
Brisbane, CA 94005

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,

¹ Defined as the installation on the City of San Mateo's server of the items listed under "Software" in Exhibit A.

² Defined as the completion of the classes defined in Exhibit A, Paragraph 3, with the exception of "On-Site Go Live Support".

the invoice shall be processed and paid by the City within thirty (30) days after the City's receipt thereof.

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, 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, THE DOCUMENTATION OR ANY OTHER PART OF THE PRODUCTS AND/OR SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCTS AND/OR SERVICES WHICH ARE THE SUBJECT OF THIS AGREEMENT.

Section 8. Final Acceptance. For thirty (30) days from the beginning of the City's operational use of the Software by the City or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Initial Test Period"), the City shall test the system for defects and anomalies. The City shall accept or reject the Software, as follows:

a. If at the end of the Initial Test Period the City's Project Manager determines that the Software is performing to its satisfaction then Notice of Final Acceptance ("Final Acceptance") of the software and authorization of final payment to Sun Ridge will be processed by the City. However, if during this period it is determined that the Software is not working satisfactorily, then the City will identify problems in writing to Sun Ridge no later than the last day of the Initial Test Period and work with Sun Ridge for the next thirty (30) days to resolve the problems ("Second Test Period").

b. During the Second Test Period, the City will again test the performance of the Software. At the end of the Second Test Period one of the following shall occur:

i. If the City's Project Manager determines that the Software is performing to its satisfaction it shall immediately provide written Final Acceptance of the

Software and, upon receipt of a valid invoice, shall process and pay the Final Acceptance milestone payment. 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 B).

ii. If the City's Project Manager decides to not accept the software then it must so notify Sun Ridge within five (5) calendar days of the end of the Second Test Period. This Agreement shall be terminated as of the date of such notice 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 within thirty (30) days to the City, and the City shall immediately cease use of the Software. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

iii. However, if the City's Project Manager fails to provide written Final Acceptance or its decision to not accept the Software within five (5) calendar days of the end of the Second Test Period, then the Software shall be considered accepted and the City shall proceed as described in Section 8.b.i 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 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 pursuant to Section 11 below. Notwithstanding the foregoing, however, the City acknowledges and agrees that a breach of the license restrictions set forth in Section 9.a.vii above, the City's confidentiality obligations under Section 12 below, or the restrictions on assignment by the City pursuant to Section 13.d below, will, at the option of Sun Ridge, result in the immediate termination of this Agreement and the License by written notice to the City without an opportunity to cure such breach. 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 by giving at least ninety (90) days' written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software and otherwise complying with the requirements of Section 11. Provided, however, that as to any termination by the City prior to or during the Initial Test Period or Second Test Period, the effective date of any such termination shall be the earlier of the effective termination date for the City's election not to issue Final Acceptance as stated in Section 8(b)(ii) or the end of the ninety (90) days' notice period specified herein. The City acknowledges and agrees that the termination of the License by the City at any time after Final Acceptance shall not reduce, eliminate or otherwise affect the City's obligation to pay all of the amounts specified in Section 4 above, whether paid or unpaid, and any election by the City to terminate the License hereunder after Final Acceptance will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge, including but not limited to amounts paid or to be paid for support services, as more fully set forth in Section 11.

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 elected and appointed officials, 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 actions 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. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, HOWEVER, THE FOREGOING INDEMNITY AND HOLD HARMLESS OBLIGATIONS OF SUN RIDGE SHALL NOT EXTEND TO OR COVER THE CLAIMS OF ANY PERSON OR ENTITY ARISING FROM OR RELATING TO THE CITY'S USE OR MISUSE OF THE SOFTWARE, WHETHER SUCH CLAIMS ARE FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, AND WHETHER SUCH CLAIMS ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. FURTHER, IN NO EVENT SHALL THE INDEMNITY AND OTHER OBLIGATIONS OF SUN RIDGE, WHETHER PURSUANT TO THE EXPRESS PROVISIONS OF THIS AGREEMENT, IMPLIED, OR ARISING OTHERWISE, EXTEND TO OR COVER THE LOST BUSINESS OR PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY. THE INDEMNITY OBLIGATIONS OF SUN RIDGE HEREUNDER SHALL SURVIVE THE EXPIRATION, CANCELLATION OR TERMINATION OF THIS AGREEMENT.

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 elected and appointed officials, and employees, and agents 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. Subject to the provisions of Section 9.b.i setting forth non-curable breaches of this Agreement by the City and the City's right to terminate

without cause pursuant to Section 9.b.ii and below in this Section 11, 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. In addition, the City may terminate this Agreement on ninety (90) days' written notice to Sun Ridge for any or no reason at any time before Final Acceptance, provided that the provisions of this Section 11 shall apply to such termination and any such termination by the City shall not extend or delay the periods specified in Section 8, the effective date of any termination prior to Final Acceptance being the earlier of the effective termination date for the City's election to not issue Final Acceptance as stated in Section 8(b)(ii) or the end of the ninety (90) days' notice period specified herein. The City shall immediately cease use of the Software upon the effective date of termination under the preceding sentence and otherwise comply with the requirements of this Section 11. The City may also terminate this Agreement on ninety (90) days' written notice to Sun Ridge for any or no reason at any time after Final Acceptance, provided that the provisions of this Section 11 shall apply to such termination, any such termination shall not reduce, eliminate or otherwise affect the City's obligation to pay all of the amounts specified in Section 4 and Exhibit C, and Sun Ridge shall be entitled to retain and recover any and all payments owing or made by the City to Sun Ridge as of the effective date of such termination, including but not limited to any amounts paid or owing for support services.

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 or required by applicable law, rule or regulation, provided that, in the event of a legally-required disclosure of any such Confidential Information under the California Public Records Act or any similar law, the City will be obligated only to use good faith efforts to provide Sun Ridge with the prior written notice specified in the following paragraph. 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.

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. Venue. In the event of litigation, venue will be in the County of San Mateo.

c. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 30 days from the date of a party's initial request for mediation, unless the maximum time is extended in writing by the parties. If the dispute is not resolved by mediation within such 30 days period, neither party will be obligated to participate in mediation thereafter.

d. Litigation. Sun Ridge shall testify at City's request if litigation is brought against City in connection with Sun Ridge's services under this Agreement, provided the City shall provide reasonable prior written notice to Sun Ridge of the date and time of the requested testimony and that the requested testimony will not unreasonably interfere with the ongoing business operations of Sun Ridge. Unless the action is brought by Sun Ridge, or is based upon Sun Ridge's wrongdoing, City shall compensate Sun Ridge for preparation for testimony and travel at Sun Ridge's standard hourly rates at the time of actual testimony.

e. Costs and Attorney Fees. In any action arising out of this Agreement or the relationship of the parties to this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred, which shall include any such fees and costs incurred in connection with a bankruptcy proceeding, at trial, and on any appeal.

f. 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.

g. 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.

h. 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 Facsimile No. 415 467-4989; 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.

i. 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.

j. 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.

k. 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.

l. Days. Unless provided otherwise, all references in this Agreement to "days" shall mean calendar days.

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


SUN RIDGE SYSTEMS, INC.

City of Brisbane

By: _____
Anthony B. Richards
Its: President

By: _____
Clarke W. Conway
Its: Mayor

Approved as to form:



David Kahn, City Attorney

Exhibit A – Scope of Work

Sun Ridge Systems, Inc. will provide the following deliverables.

Software:

RIMS Computer Aided Dispatch Software
RIMS Records Management Software
RIMS Mug Shot and Digital Imaging 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
RIMS Collaborate Data Sharing Software
Citizen RIMS Public Access Software
iRIMS Browser Access Software
RIMS Text Paging Link Software
RIMS CopLink (aka IBM) 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 project schedule will be defined and mutually agreed to as soon as possible after contract signing.

Scope of Services:

1. **Installation** – Sun Ridge is responsible for the following installation services:
 - Installation of all RIMS Applications (listed above) on servers supplied by the City of San Mateo
 - Create secondary SQL database on City of San Mateo Server
 - Set up Live, Training and 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 the Text Paging Link
- Integration/Testing of the CopLink Interface

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

Installation/Initial Setup Training	1 Day
Business Process Review	1 Day
Conversion Review	2 Days
Officer/Mobile Training	2 Days
Records Training	1 Day
Administrative Follow-Up Training	1 Day
On-Site Go Live Support (2 staff for 1 day each):	2 Days

4. **Data Conversion** – Data conversion does NOT include data extraction from your current system. This project assumes you will provide the extracted data to be converted to us from no more than one data source. Once we receive the extracted data, we will evaluate it to determine which items may be converted into RIMS. As part of our standard data conversion, we **attempt** to convert the following items. In some instances, all data may not 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: Common place name, address, contact person, contact phone number, alarm
- Streets: (if electronic street file is available), street name, intersections with block ranges
- Officers: Name, ID
- CAD data is not converted.

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 will instruct City staff on how to load updates to the maps. 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 1 day each during the initial cutover to RIMS to ensure that it goes smoothly and to address any 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 both the Brisbane and San Mateo Police Departments 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, Terminal Services, PDF Factory, ERSI, (and/or MapPoint), Windows Server 2000/2003/2008 (64 bit)
- Provide data communications infrastructure (network, mobiles, internet, intranet)
- Coordinate testing of the CLETS Message Switch
- Complete, submit and gain approval of updated DOJ CLETS application
- Contact third parties (E911 provider, DOJ, County IT, Coplink-IBM) and coordinate their schedules and costs they may charge you to provide their portion of the project.
- Provide ongoing Map Maintenance
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure accuracy of the map source
- Assign 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
- Extract data from existing RMS for conversion into a mutually agreed to format
- Review converted data, notifying Sun Ridge in an expedited fashion of conversion anomalies
- 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

Exhibit B – Support Services Agreement

This is a description of the software support, maintenance, and enhancement services to be provided by Sun Ridge Systems, Inc. (SRS) to the City of Brisbane (Licensee) as part of a Software Support Services Agreement. This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on _____.

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

1. **Coverage Hours.** SRS will provide a toll free phone number for Licensee to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, common holidays excepted. However, for critical problems preventing basic system operation service will be available 24 hours, 7 days a week, holidays included.
2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:
 - a. Most problems will be resolved with the initial phone call.
 - b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem and the urgency reported by Licensee.
 - For problems in which the Licensee's system is completely inoperable due to a SRS software problem, SRS personnel will work with Licensee continuously until the situation is resolved.
 - For problems that have a lesser though continuing impact on operations of Licensee, SRS will endeavor to provide a solution or work around within 72 hours.
 - For lower priority problems SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product release.
3. **Licensee equipment and software responsibilities.** Licensee agrees to have a means available for SRS to remotely connect to Licensee's system when a problem is reported. Remote access must be available via the Internet using one of the following two methods:
 - LogMeIn Rescue. Either "Unattended" or "Attended" mode is acceptable although "Unattended" mode directly to Licensee's RIMS server is preferred. There is no cost of Licensee for LogMeIn Rescue.
 - Microsoft Remote Desktop (RDP). RDP would be initiated from a Sun Ridge Systems computer with a fixed IP address. No VPN client software would be used. Licensee

would be responsible for all costs associated with installing and maintaining Licensee's RDP software.

SRS will connect to Licensee's system only with prior permission unless otherwise authorized by Licensee.

SRS 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 RIMS software. SRS will also use this line to upload fixes to problems to Licensee's system when appropriate.

4. **Provision of software updates.** SRS will provide at no additional cost all new enhanced and updated versions of software licensed to Licensee. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Cost.** The cost of the services and software to be provided under this Agreement will be agreed upon annually.
6. **Term.** The term of this Agreement shall be one year from the date stated in the initial paragraph and shall be automatically annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 45 days of the new support year shall be cause for terminating the Agreement.
7. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of Licensee's servers used for RIMS, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may purchase support services outside the limitations of this agreement at the then current SRS hourly labor rate.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, scanners and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.

All terms, conditions, and limitations set forth in the *Sun Ridge Systems Software and Services Agreement* are incorporated herein by this reference and shall be fully applicable to the products and services provided under this Agreement.

Exhibit C – Contract Amount

ITEM	PRICE
RIMS Computer-Aided Dispatch Software	\$11,000
RIMS Records Management Software	\$13,750
RIMS Mug Shot and Digital Imaging Software	\$3,000
RIMS Mobile Computer Software	\$10,000
RIMS E911 Link Software	\$3,520
RIMS State Link Software (CLETS)	\$3,200
RIMS In Station Mapping Software	\$4,800
RIMS Mobile Mapping Software	\$1,600
RIMS Property Bar Coding Software	\$3,000
RIMS Collaborate Data Sharing Software	\$3,000
Citizen RIMS Public Access Software	\$1,800
iRIMS Browser Access Software	\$3,500
RIMS Text Paging Link Software	\$1,760
RIMS CopLink Link Software	\$1,700
Data Conversion (Hitech)	\$20,000
Mapping Data Engineering Services	\$2,500
Worth Data Bar Coding Equipment (1 units)	\$1,700
Installation and Training	\$33,496
First Year Software Support and Updates	\$9,844
CA Sales Tax (9%)	\$153
TOTAL – Contract Amount	\$133,323

