



SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of October 2, 2018, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and the County of Solano, a political subdivision of the State of California, on behalf of its Sheriff's Office ("the Agency") located at 530 Union Avenue, Fairfield, CA.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the Agency, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the Agency 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. Project Manager. Robyn Rains, Emergency Services Assistant Manager will serve as the Agency Project Manager. Carol Jackson will serve as Sun Ridge Project Manager and shall be the point of contact for the coordination of all project activities.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the Agency of the Software and Services (the "Project") described in Exhibit A. Work will not begin, nor claims paid for services under this Agreement until all Sun Ridge Certificates of Insurance, IRS ID number and signed W-9 form are on file with the Agency.

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

<u>Year</u>	<u>Lease-Purchase Payment</u>	<u>Support Payment</u>	<u>Total Payment</u>
1	\$ 157,441	\$ 40,785	\$ 198,226
2	\$ 157,441	\$ 41,490	\$ 198,931
3	\$ 157,441	\$ 42,210	<u>\$ 199,651</u>
			\$ 596,808

Interest Rate is 4%/year fixed

- The first payment for Software shall become billable by Sun Ridge upon signing of this Agreement by both parties.
- The 2 remaining payments for the remaining two (2) years will be due on each anniversary date of the Final Acceptance Notice. For example, if the date of the Final

Acceptance Notice should be x/1/19, then the 2nd payment due date would be x/1/20, 3rd payment due date x/1/21.

- After the second year the lease can be canceled and the products returned by Agency at anytime with 60 days notice.
- After all Lease Purchase Payments are made the Agency shall own the Licenses to the Software listed in Exhibit A.

The Agency 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 Agency, 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. Upon submission of an invoice by Sun Ridge, and upon approval of the Agency Project Manager, Agency shall pay Sun Ridge in accordance with the payment schedule in Section 4. Invoices shall be sent to:

Solano County Sheriff's Office
Attn: Accounts Payable
530 Union Avenue, Suite 100
Fairfield, CA 94533

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

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 Agency 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 Agency'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 Agency has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

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

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE AGENCY 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then Agency's final acceptance of the Software shall be considered to have occurred and Agency and Sun Ridge shall proceed as described in section 8.a.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the Agency a nonexclusive and non-transferable license, effective upon the Agency's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the Agency'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 Agency 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 Agency may use the Software on all computers in the Agency's agency and in any other agencies explicitly agreed to in writing by Sun Ridge;

ii. The Agency may make a copy of the Software for backup or modification purposes only in support of the Agency'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 of it to any third party.

iv. The Agency 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 Agency 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 Agency 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 Agency 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 Agency acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The Agency 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 Agency, 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 Agency to comply with the terms or conditions of this Agreement by giving written notice of such termination to the Agency. In the event the Agency has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the Agency 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 Agency 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 Agency acknowledges and agrees that any election by the Agency to terminate the License hereunder will not entitle the Agency 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 Agency 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 Agency 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 Agency and its officers, directors, employees, and agents (the "Agency 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 Agency hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the Agency 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 Agency's use or misuse of the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the Agency 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 Agency, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business

automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide (2) that the policy shall operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with Agency 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 Agency 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 to it. 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 Agency cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the Agency (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 Agency, 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. Compliance with Laws. Sun Ridge shall comply with all applicable foreign, federal, state and local laws, rules, ordinances and regulations, including but not limited to those below, and shall maintain any and all permits, certificates and licenses required by law.

i. Neither party shall discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS), physical or mental disability, or use of family care leave.

ii. Both parties shall abide by the State of California statutory requirements regarding a drug free workplace.

d. Best Efforts. Sun Ridge represents that Sun Ridge will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. Sun Ridge further represents that Sun Ridge will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to Agency's reasonable satisfaction. Agency's acceptance of Sun Ridge's work shall not constitute a waiver or release of Sun Ridge from professional responsibility.

e. Records. All data entered into the Software and all Agency generated records and documents are owned by the Agency. In the event of an audit and/or legal inquiry, the Agency is responsible to provide the appropriate records to state and/or federal officials for purpose of inspection

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. Survival. All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, and payment obligations survive the termination or expiration of this Agreement.

h. 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.

i. Waiver. Any failure of a party to assert a right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

j. 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 Agency at the address indicated in the initial paragraph of this Agreement or to Facsimile No. (707) 421-6383; 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.

k. 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. As an independent contractor, Sun Ridge is not subject to the direction and control of the Agency except as to the final result contracted for under this Agreement.

l. Economic Interest. Sun Ridge represents that Sun Ridge, its officers, employees and/or their immediate families, and/or its agents have no economic interest which conflicts with the software application purchase or rendering of services under this Agreement.

m. 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.

n. Disbarment or Suspension. Sun Ridge represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; and (ii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Sun Ridge being excluded from participation in federally funded programs. This representation and warranty shall be an ongoing representation and warranty during the term of this Agreement and Sun Ridge must immediately notify the Agency of any change in the status of the representation and warranty set forth in this provision.

o. Signature Authority and Execution in Counterparts. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Agreement. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a "pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf

such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

p. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the Agency 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.

County of Solano

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

By: _____
Birgitta E. Corsello
Its: County Administrator

Approved as to Content:

Angela Russell
for Thomas A. Ferrara, Sheriff or designee

Approved as to Form:

Dennis Bunting
Dennis Bunting, County Counsel or designee

Approved as to Technology Requirements:

Ira J. Rosenthal
Ira J. Rosenthal

Exhibit A - Scope of Work

Section 1 – Software Licenses

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

- RIMS Computer Aided Dispatch Software
- RIMS Records Management
- RIMS Mobile Computer 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
- RIMS Officer Training Management Software
- iRIMS/Law Browser Access Software
- iRIMS/Fire Browser Access Software

The Agency has purchased licenses for the following RIMS interfaces. Sun Ridge does not provide any third-party software. The Agency represents that it shall maintain the proper licenses required by third-party software vendors (Supplier).

- RIMS E911 Link Software
- RIMS State (CLETS) Link Software
- RIMS Fire Station Printing Software
- RIMS Fire RMS Link (1 Fire RMS Vendor)
- RIMS Text/Paging Software
- RIMS CopLogic Link Software
- RIMS ProQA Link Software
- Solano Warrant Link Software

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

Section 3 - Project Kickoff. Sun Ridge shall send two employees to facilitate a half day, on-site meeting with selected County staff to provide an overview of the project and Scope of Work as defined herein.

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

Section 5 – Configuration. Sun Ridge shall provide the following instruction sessions to Agency designated RIMS Administrators:

Initial Setup: Consists of two (2) sessions, not to exceed four (4) hours per session instruction on the preliminary configuration of RIMS. Initial Setup is conducted over the phone and via remote access to the Agency RIMS via remote access. Agency will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Configuration and Setup: Consists of three (3) contiguous days of onsite instruction with the Agency's RIMS Administrators and other Agency staff as may be needed. This session continues the system setup that was started with the Initial Setup sessions. The Agency will be instructed on how to configure RIMS to most closely meet the desired procedures of the Agency. In some cases, the Agency may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. The Agency will additionally be instructed/assisted in setting up the remaining tables and values needed for the modules the Agency has purchased. Discussions will include:

- Customization of drop down menu choices for 100+ fields
- Agency records decisions
- Agency dispatch decisions
- Paper flow vs paperless vs less paper for records
- Property Room decisions
- Selection of case format type
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled.

Section 6 - Enhancements. Sun Ridge shall develop and provide the following agreed upon enhancements:

- iRIMS Fire Software Modifications as defined in Appendix A
- Control burn layer and map display as defined in Appendix B
- Comments for collaborative incidents as defined in Appendix C
- Solano Warrant link as defined in Appendix D
- Fire RMS Link Modifications as defined in Appendix E

Section 7 - Map Engineering Services. Sun Ridge will provide map engineering services assuming an ESRI-based map source file.

In-Station Mapping Software. Agency shall provide the ESRI ArcView maps source data file. Sun Ridge will load Agency supplied ESRI-based maps into RIMS. Sun Ridge is NOT responsible for the accuracy of the Agency map source. Agency is responsible for licensing cost for ESRI ArcView. Agency will need one copy of ArcView GIS v10.1 (or later) that can be used for the first position, and then a copy of ArcGIS 10.1 (or later) Runtime Engine for each additional in-station unit that will use RIMS Mapping.

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

Section 8 - Data Conversion. Data conversion will consist of the conversion of TriTech data into RIMS CAD and RMS as specified below.

Data conversion does NOT include data extraction from the current systems. The Agency will provide the extracted data to be converted to Sun Ridge which shall

consist of CAD data (consisting of one single database) and RMS data (consisting of a second single database). Once Sun Ridge receives the extracted data, Sun Ridge will evaluate it to determine which items may be converted into RIMS. As part of Sun Ridge's standard data conversion, Sun Ridge **attempts** to convert the following items. In some instances, all data may not be available or suitable for conversion.

RIMS is UCR compliant. As of today, CA DOJ has yet to select a vendor who will provide the State software that will receive and validate an agency's NIBRS submission nor have they yet completed defining the California-customized data they will be collecting. Therefore, we are assuming you will begin using RIMS prior to NIBRS implementation. The scope of this project does not include the cost or effort of converting your data into the yet-to-be-defined CA NIBRS format.

RMS data

- People: Including person name, DOB, contact info, description, ID#'s, officer safety notifications, log entries for connections to cases, for citations and for field contacts, mug shots (if stored in the RMS).
- Arrest: Arrestee, date, time, charges, counts, offense level, disposition, booked/cited out.
- Vehicles: License, state, year, color, type, log entries for connections to case, field contacts and citations.
- Cases: Location, date report, date occurred, classification/type, offenses, case dispositions, date of dispositions, Officer ID, persons, vehicles, narratives and supplements.
- Accident reports (if stored in the RMS): Location, date reported, data occurred, classification/type, offenses, case disposition, date of disposition, persons, vehicles, narratives, supplements. NOTE: No accident specific report data for State reporting (e.g. CHP-555 in CA) is converted.
- Property in cases: category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged and officer.
- Evidence: category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged and officer, bar code number, chain of custody, recovery officer and recovery date. (See Conversion Note #1)
- Officer: Name, ID
- Warrants: Person Name, Warrant #, Warrant Date, Type, Felony/Misdemeanor, Reason, Court, Judge, Case #, Cite, Docket, Ref #, Agency, Charges, Comment, Bail Amount, Served Date, Returned Date, Returned Reason, Recalled Date, Recalled Reason

CAD data

- Incidents: call number, call times, priority, incident location, grid, caller name and telephone number, complaint type, caller location, how received, comments, call category, internal response area, OCA case number, call reference, fire grade, subject data, vehicle data, tract, ESN, alternate phone number, call taker, and position. (See Conversion Note #2)
- Officers: Name, ID.

- Premises: Common place name, address, contact person, contact phone
- Premise History: Summary of incidents by incident location
- Streets: street name, intersections with block ranges

Conversion Note #1 – In RIMS “Property” records and “Evidence” records are the same thing. Agency acknowledges that in some cases conversion of separate Property and Evidence records from the existing system into a single data table in RIMS may result in duplicates. Sun Ridge will not be responsible for electronically or otherwise resolving duplicate records.

Conversion Note #2 – Several of the data elements listed do not have a corresponding field or data element in the RIMS CAD Incident records. Sun Ridge will make its best attempt at matching the data elements, however, those that do not have a corresponding field will be added to the “NOTES” field in the RIMS CAD Incident record.

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

Section 10 - Training. The following training is “end user training” and shall be conducted on-site at an Agency provided location. Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session.

Training Description	Number of Days	Number of Students
	<u>Max</u>	
CAD Training	8 days (4 sessions, 2 days/session)	1 student per workstation 10
Officer Training	16 days (8 sessions*, 2 days/session)	2 students per workstation 20
Records Training	3 day (3 sessions, 1 day /session)	1 student per workstation 10
Admin Follow-Up Training	1 day	1 student per workstation 10
Property Room Training	1 day	1 student per workstation 10
TIMS Training	1 day	1 student per workstation 10

* Two (2) sessions to be scheduled after go live

Section 11 - Go Live Support. Three (3) Sun Ridge staff will be on site for Day 1 and two (2) staff will be onsite for Day 2 during the initial cutover to RIMS to answer questions and to address any system problems.

Section 12 - Agency’s Responsibilities. The Agency is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Coordinate and schedule resources of the Agency to include IT staff
- Identify RIMS Administrators and Data Conversion Review staff
- Provide system and other third-party software including SQL, ERSI Licenses, (and/or Google Maps), Windows Server 2003/2008/2012 (64 bit)

- Provide data communications infrastructure (network, wireless, internet, intranet)
- Coordinate testing of the CLETS Message Switch
- Complete, submit and gain approval of updated DOJ CLETS application
- Contact third party vendors (E911 provider, DOJ, CopLink, County IT/ARIES IT, Fire RMS vendor, and any other necessary third-parties) and coordinate their schedules and costs they may charge the Agency to provide their portion of the interface to RIMS.
- Extract data from existing CAD and RMS for conversion into a mutually agreed to format
- Review converted data, notifying Sun Ridge in an expedited fashion of conversion anomalies
- Provide ongoing Map Maintenance
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure accuracy of the map source
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Schedule agency staff into requisite classes
- Purchase a minimum of one (1) DYMO LabelWriter 450 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256
- Assist fire stations with installation and configuration of their network printers
- Provide all hardware, with the exception of Property Room bar code scanners. Agency represents it has adequate dedicated space on an SQL database server ("Main") and a second server ("Communications") and that these servers meet the minimum requirements outlined below. Moreover, servers have network connectivity and appropriate security containing virus protection software and firewalls. Agency will provide remote access to Sun Ridge using Sun Ridge's Bomgar remote access software to allow Sun Ridge to meet its responsibilities under this Agreement.

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

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

Personal Computer Workstations		Mobile In-Car Computers
Minimum	Recommended	Minimum
Intel 2.0 GHZ	≥ Intel 2.0 GHZ	Intel 2.0 GHZ
≥ Windows Vista 7	Windows 10	≥ Windows 7
4 GB Memory	8 GB Memory	8 GB Memory
250 GB Disk	≥ 250 GB Disk	500 GB Disk
		Wireless-based modem
		≥ 2 USB ports
		Optional <ul style="list-style-type: none"> • Touch screen • Magnetic Stripe Reader • Microphone for voice recognition • Fingerprint Reader

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch Software	\$59,000
RIMS Records Management Software	\$44,500
RIMS Mobile Computer Software	\$28,000
RIMS E911 Link Software	\$6,000
RIMS State Link Software (CLETS)	\$6,000
RIMS In Station Mapping Software	\$15,000
RIMS Mobile Mapping Software	\$6,000
RIMS Property Room Bar Coding Software	\$8,000
RIMS Collaborate Data Sharing Software	\$5,000
Citizen RIMS Public Access Software	\$4,800
iRIMS Law Mobile App Software	\$9,000
iRIMS Fire Mobile App Software	\$0
RIMS Officer Training Management Software	\$3,000
RIMS Fire Station Printing Software	\$3,000
RIMS Fire Records Management Link Software	\$5,000
RIMS Text Paging Link Software	\$2,800
RIMS CopLogic Link Software	\$1,900
RIMS ProQ&A Link Software	\$2,000
iRIMS Fire Enhancements	\$2,435
Enhancement - Comments for Collaborate Incidents	\$3,000
Enhancement - Control Burn Check and Map Display	\$14,000
Enhancement - Fire RMS Link	\$3,200
Enhancement - Warrant Link: One File = One Warrant	\$3,600
Mapping Data Engineering Services	\$1,000
Worth Data Bar Coding Equipment (One Unit)	\$1,700
Data Conversion Services	\$48,200
Installation and Training	\$168,023
Year 1 - Support and Updates	\$40,785
Year 2 – Support and Updates	\$41,490
Year 3 – Support and Updates	\$42,210
California Sales Tax	\$142
TOTAL	\$578,785

Exhibit C – 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 County of Solano, a political subdivision of the State of California, on behalf of its Sheriff's Office ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective at Operational Use.

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, with the exception of common federal holidays ("Holidays"). However, for instances with the Licensee's system is complete inoperable due to a SRS software problem ("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 critical problems, SRS personnel will work with Licensee until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee ("non-critical problems"), SRS will endeavor to provide a solution or work around within 72 hours of the problem being reported to SRS by the Licensee.
 - For problems that are not critical problems and are not non-critical problems ("minor problems") SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses Bomgar Remote Support Software for this purpose. Bomgar software provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a Bomgar security hardware device.

With Licensee's permission, SRS will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary.
4. **Provision of software updates.** 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. **Annual User Training Conference.** Support will include conference registration costs and the cost of two (2) days of class passes for five (5) Agency representatives to attend Sun Ridge's annual user conference.
6. **Cost.** The cost of the services and software to be provided under this Support Services Agreement is provided in **Exhibit B**.
7. **Term. Term.** The term of the Support Services Agreement shall be the same as the lease payment as set forth in the Agreement, and shall be automatically renewed for another year (the "renewal term") upon payment of the lease.
8. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
9. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, which SRS may do or decline to do in its sole discretion, such support services will be provided at SRS's then-current hourly labor rate and on such other terms and conditions as SRS may require.

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

Appendix A – iRIMS Fire Modifications

1. **Edit Premise Information** – Allows an iRIMS user to modify a Premise record. To be added to iRIMS v5.
2. **Color Skin Options** - Offer multiple color "skin" options. Current colors are red for Fire and blue for Law. To be added to iRIMS v5.
3. **Change Multiple Unit Statuses** -Ability for a user, with permission, to select multiple units and change their status at once. To be added to iRIMS v5.

Appendix B – Control Burn Layer and Map Display

This enhancement to RIMS In-Station Mapping will display a layer on the map for Control Burn incidents that have been closed in the last 12 hours. This would be a layer that could be toggled on or off to assist the dispatcher when receiving smoke/fire phone calls.

Appendix C – Comments for Collaborative Incidents

Comments entered by a dispatcher will post to the local agency's incident as well as to other agency's incident that was previously transferred.