

PROPOSAL

- A. 1 - POLICE MANAGEMENT INFORMATION SYSTEM \$ 38,000
2 - 180 DAY WARRANTY \$ INCLUDED
3 - ON SITE INSTALLATION \$ INCLUDED
4 - EXPENSES \$ INCLUDED
5 - COST OF FUTURE SUPPORT AFTER
INITIAL PERIOD (ON CALL) \$ 1,200 1ST YEAR
(TO SIX HOURS/MO - PLUS EXPENSES)
6 - OR HOURLY CHARGE FAST INSTALLATION
FOR MODIFICATIONS \$ 50.00
(PLUS EXPENSES)

B. TERMS AND CONDITIONS: SEE CONTRACT

C. REMARKS: _____

D. NAME: RAYFORD R SANDERS TITLE: OWNER

SIGNATURE Rayford R. Sanders

FIRM NAME: SANDERS SOFTWARE SYSTEMS

ADDRESS: 1963 BALEARIC DR

CITY: COSTA MESA, CA

ZIP: 92626

TELEPHONE NUMBER: 714-642-6595

DATE: MAR 28, 1985

POLICE MANAGEMENT INFORMATION SYSTEM

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN RAYFORD R SANDERS AND THE CITY OF REDLANDS, CA FOR THE INSTALLATION OF THE POLICE MANAGEMENT INFORMATION SYSTEM (PMIS) AS DESCRIBED IN THE DOCUMENTATION AND FOR OTHER SERVICES AS NECESSARY TO MAKE THAT SYSTEM OPERATIONALLY FUNCTIONAL IN THE REDLANDS POLICE DEPARTMENT. THESE SPECIFICATIONS ARE A MINIMUM AND THE OPERATING SYSTEM MAY, WITH APPROVAL OF THE REDLANDS POLICE DEPARTMENT, INCLUDE MORE OPTIONS.

RAYFORD R SANDERS AGREES TO DELIVER AND INSTALL THE SYSTEM, PERFORM REQUIRED MODIFICATIONS AND PROVIDE INSTRUCTIONAL SERVICES FOR THE PRICE AND SCHEDULE AS DESCRIBED IN APPENDIX "A" AND AS DETAILED IN APPENDIX "B". THE CITY OF REDLANDS, CA AGREES TO SUPPLY THE SUPPORT FOR INSTALLATION AS DESCRIBED IN APPENDIX "C" AND TO PAY THE CONTRACT PRICE OF \$38,000 AS SET FORTH IN APPENDIX "A".

THE CITY AGREES THAT THEY ARE BEING GRANTED HEREIN A NON-EXCLUSIVE LICENSE TO USE RAYFORD R SANDERS' PMIS WHICH WILL REMAIN THE PROPERTY OF RAYFORD R SANDERS, AND THAT THE CITY COVENANTS AND AGREES THAT IT AND ITS AGENTS AND EMPLOYEES SHALL NOT SELL, LOAN, TRANSFER OR OTHERWISE MAKE AVAILABLE TO ANY OTHER PARTY THE PMIS SOFTWARE OR ITS PRINCIPLES OF OPERATION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF RAYFORD R SANDERS.

THE CITY AGREES THAT PAYMENTS ARE NOT BEING MADE WITH GRANT FUNDS THAT REQUIRE THE SOFTWARE TO BE MADE AVAILABLE TO OTHER AGENCIES, OR BE IN THE REALM OF PUBLIC DOMAIN.

RAYFORD R SANDERS WARRANTS THAT THE PMIS WILL FUNCTION ON AN ULTIMATE COMPUTER SYSTEM UTILIZING WYSE TERMINALS AND A 1200 BAUD MODEM, AND THAT THE SYSTEM WILL PERFORM THE SERVICES AND OPERATIONAL FUNCTIONS REQUESTED BY THE REDLANDS POLICE DEPARTMENT.

THIS AGREEMENT SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA. IF ANY DISPUTE ARISES BETWEEN THE PARTIES, THE DISPUTE SHALL BE ARBITRATED IN ORANGE COUNTY UNDER THE RULES AND REGULATIONS OF THE AMERICAN ARBITRATION ASSOCIATION AND THE PREVAILING PARTY SHALL BE PAID BY THE OTHER THEIR ATTORNEY'S FEES AND EXPENSES INCURRED IN CONNECTION WITH THAT ARBITRATION PROCEEDING AND ANY LITIGATION IN CONNECTION THEREWITH.

SCHEDULED PERFORMANCE IS AGREED UPON AS FOLLOWS:

DELIVERY AND INSTALLATION DATE	<u>April 12, 1985</u>
COMMENCEMENT OF INSTRUCTION DATE	<u>April 29, 1985</u>
COMPLETION OF INSTRUCTION DATE	<u>Sept. 1, 1985</u>
COMPLETION DATE	<u>Oct. 1, 1985</u>

Rayford R. Sanders
RAYFORD R SANDERS

John E. Holmes
CITY OF REDLANDS, CA

APPENDIX A

SYSTEM INSTALLATION PRICE

THE CITY OF REDLANDS, CA SHALL PAY TO RAYFORD R SANDERS, 1963 BALEARIC DR, COSTA MESA, CA 92626, 714-642-6595, THE SUM OF \$38,000 AS FOLLOWS:

1. THE SUM OF \$10,000 UPON SIGNING AGREEMENT AND SCHEDULING.
2. THE SUM OF \$10,000 UPON DELIVER OF THE SOFTWARE, INSTALLATION, AND CHECKING OF OPERATION WITH TEST DATA.
3. THE SUM OF \$10,000 UPON COMPLETION OF INSTRUCTION OR WITHIN 60 DAYS OF THE INSTALLATION DATE (ITEM 2), WHICHEVER OCCURS FIRST.
4. THE SUM OF \$8,000 UPON COMPLETION OF THE SYSTEM OR WITHIN 120 DAYS OF THE INSTALLATION (ITEM 2), WHICHEVER OCCURS FIRST.

TIME IS OF THE ESSENCE IN MAKING THE FOREGOING PAYMENTS. FAILURE TO PAY TIMELY SHALL EXCUSE RAYFORD R SANDERS OF ANY FURTHER OBLIGATIONS UNDER THIS CONTRACT, BUT SHALL NOT EXCUSE THE OBLIGATION OF THE CITY OF REDLANDS TO PAY THE UNPAID BALANCE OF THE \$38,000 CONTRACT PRICE AND OTHERWISE COMPLY WITH ALL TERMS OF THE CONTRACT.

APPENDIX B

ITEMS INCLUDED IN THE INSTALLATION OF FMIS.

1. ALL SOURCE CODE, PROCS AND DOCUMENTATION OF THE INFORMATION SYSTEM (ACTIVITY, ARREST, EVENT), FI SYSTEM, TRAFFIC SYSTEM (CITATION, COLLISION), WARRANT, REGISTRATION, SYSTEM MAINTENANCE UTILITIES AND GENERAL UTILITIES FOR OPERATION.

2. THE CITY SHALL HAVE THE RIGHT TO USE, EXPAND AND/OR MODIFY THE SYSTEM FOR ITS FUTURE REQUIREMENTS AT ITS OWN EXPENSE. (RAYFORD R SANDERS WILL PROVIDE A CROSS-REFERENCE OF PROGRAMS, PROCS AND FILES WITH THE SYSTEM, AS WELL AS THE METHOD OF PRODUCING THE CROSS-REFERENCE).

3. ON SITE INSTALLATION, MODIFICATION, CHECKING AND TESTING OF THE SYSTEM TO INSURE PERFORMANCE AS SPECIFIED IN THE PROPOSAL DATED MAY 31, 1984 AND TO MEET LOCAL REQUIREMENTS.

4. ON SITE INSTRUCTION IN THE THREE CATEGORIES LISTED BELOW, SCHEDULED WITHIN A TIME PERIOD AGREEABLE TO THE CITY AND WITHIN THE PERIOD OF INSTALLATION AS SET FORTH ON PAGE 1.

4.1 GENERAL INSTRUCTION, ALL PERSONNEL AS REQUIRED, ON THE USE AND OPERATION OF THE SYSTEM, TOTALING 8 TO 12 HOURS, IN 1 OR 2 PERIODS.

4.2 SPECIFIC INSTRUCTION, POLICE AND DATA PROCESSING PERSONNEL, ON INPUT/OUTPUT INSTRUCTIONS, REPORT GENERATION, CODES AND STANDARDS AND GENERAL REQUIREMENTS, TOTALING 16 TO 32 HOURS.

4.3 SPECIFIC INSTRUCTIONS, POLICE AND DATA PROCESSING PERSONNEL AS ASSIGNED, ON MAINTENANCE AND SUPPORT OF THE SYSTEM, 30 TO 50 HOURS.

5. MONITORING OPERATION OF SYSTEM FOR A PERIOD OF SIX MONTHS FROM THE INSTALLATION DATE, INCLUDING CHECKING OF DATA, PROCEDURES, ADDITIONAL INSTRUCTION, CLARIFICATION AND MINOR MODIFICATIONS AS REQUESTED.

6. ANY ADDITIONAL OPTIONS AND/OR IMPROVEMENTS WITHIN THE PRESENT SCOPE OF THE SYSTEM WILL BE AVAILABLE TO CITY AT A MINIMUM CHARGE PLUS TIME AND EXPENSES IF THEY ARE DESIRED. IMPROVEMENTS WILL BE FURNISHED IN THE FORM OF TAPES AND/OR HARD COPIES FOR INCORPORATION BY LOCAL DATA PROCESSING STAFF. (ALL CHANGES, OPTIONS AND IMPROVEMENTS ARE GENERALLY COMPATABLE WITH EXISTING DATA. THIS DOES NOT INCLUDE ANY CHANGES THAT MAY BE MADE LOCALLY THAT WOULD MAKE NEW MODIFICATIONS INCOMPATABLE.)

ANY DESIRED CHANGES IN THE SYSTEM MAY BE MADE BY LOCAL PERSONNEL AFTER INSTALLATION IS COMPLETE, HOWEVER RAYFORD R SANDERS SHALL NOT BE RESPONSIBLE FOR ANY FAILURE TO FUNCTION OR THE PERFORMANCE OF THE SYSTEM.

ADDITIONAL UTILITIES WILL BE SUPPLIED WITH THE SYSTEM FOR GENERAL MAINTENANCE AND USE WITH OTHER ACCOUNTS. (GENERAL INPUT, SEARCH, SPEED, SORTS, XREF FILES, ETC.)

EXAMPLES OF FORMS WILL BE FURNISHED TO USE AS MODELS FOR LOCAL FORMS IF DESIRED. CITATION AND COLLISION INPUT ARE TAKEN FROM THE REPORT FORMS AND DO NOT USE CODING FORMS. THERE ARE NO FORMS FOR WARRANT OR REGISTRATION.

THE ABOVE ITEMS ARE A MINIMUM AND SPECIFIC REQUESTS WILL BE CONSIDERED WHENEVER POSSIBLE.

APPENDIX B CONTINUED

ITEMS NOT INCLUDED IN THE INSTALLATION OF PMIS.

THIS AGREEMENT DOES NOT INCLUDE SEPARATE MODULES SUCH AS CAD, OR OTHER IMPROVEMENTS WHICH ARE ADDITIONS TO THE SYSTEM. WHEN AVAILABLE THEY WILL BE OFFERED TO THE CITY AT A REASONABLE COST.

THE SYSTEM FILE STRUCTURE CANNOT BE CHANGED. SINCE ALL FILES ARE INTERWOVEN TO SOME DEGREE, THE FILE STRUCTURES MUST BE MAINTAINED, OR SIGNIFICANT CHANGES WOULD BE REQUIRED IN MANY PROGRAMS AND PROCEDURES. AFTER CONSIDERATION, FIELDS MAY BE ADDED TO THE END OF A RECORD IF THE ADDITION OF SUCH FIELDS DO NOT REQUIRE MAJOR REORGANIZATION.

CATEGORY AND CLASS CANNOT BE CHANGED IN NUMERIC REPRESENTATION, BUT SOME DESCRIPTIONS MAY BE MODIFIED. PART I CRIMES MUST REMAIN THE SAME, BUT SOME OF THE PART II CRIMES MAY BE MODIFIED. EXCEPT FOR RECOVERED VEHICLES AND RECOVERED PROPERTY OTHER NUMBERED EVENTS (CATEGORY 8) MAY BE MODIFIED TO SOME EXTENT. CALLED FOR SERVICES (CATEGORY 9) CAN BE MODIFIED. TITLES, HEADERS AND DESCRIPTIONS MAY BE CHANGED IN MANY CASES, BUT ONLY AFTER EXAMINATION OF HOW THEY FIT CURRENT REPORTS AND DISPLAYS. ALL CHANGES NECESSARY FOR DIFFERENCES IN LOCALITY HAVE BEEN ALLOWED FOR.

THE GENERAL PRESENTATION OF THE INPUT PROGRAMS MUST REMAIN THE SAME EXCEPT FOR THE FOLLOWING EXCEPTIONS.

ACTIVITY INPUT DISPLAYS FOR ITEMS 1 TO 13, IN THE OFFICERS ACTIVITY INPUT PROGRAM, MAY BE CHANGED ALONG WITH A FEW OTHER SPECIFIED FIELDS, BUT BASIC CONSTRUCTION MUST BE MAINTAINED.

ARREST MADE-BY CODES MAY BE CHANGED WITHIN LIMITS (DESCRIPTIONS), AND SEVERAL NEW CODES ADDED IF REQUIRED, UP TO A MAXIMUM OF 19 ITEMS.

EVENT CODE/PRIORITY MAY BE CHANGED AS DESIRED.

FI INFORMATION IS FIXED IN CERTAIN POSITIONS (SUCH AS LOCATION AND NAME), BUT MANY FIELDS MAY BE VARIED IN DESCRIPTION AND CONTENT.

CITATION AND COLLISION FORMATS MUST REMAIN THE SAME WITHIN THE SCOPE OF THIS AGREEMENT. CERTAIN FIELDS WITHIN THE CITATION AND COLLISION INPUT MAY BE VARIED, BUT MAJOR CHANGES CANNOT BE MADE WITHIN THE TIME FRAME ALLOWED.

APPENDIX C

CITY SUPPORT

THE CITY AGREES TO PROVIDE TO RAYFORD R SANDERS AS AND WHEN REQUESTED THE FOLLOWING:

1. ONE OR MORE DP/ANALYSIS PERSONNEL TO LEARN THE ROUTINES OF INPUT, OUTPUT, SUPPORT AND MAINTENANCE OF THE SYSTEM AS REQUIRED BY THE POLICE DEPARTMENT. THIS PERSON SHOULD BE THE ONE RESPONSIBLE TO THE POLICE DEPARTMENT FOR DAILY OPERATION. FULL TIME AVAILABILITY IS NOT REQUIRED.

2. ONE POLICE SUPERVISOR RESPONSIBLE FOR THE SCHEDULING AND COORDINATION WITHIN THE POLICE DEPARTMENT.

3. THE FOLLOWING FILES FOR THE OPERATION OF THE SYSTEM:

STREET FILE (STC)

STREET REFERENCE FILE (STN) [CREATED FROM STC BY SUPPORT ROUTINE]

INTERSECTION FILE (ISN)

INTERSECTION REFERENCE FILE (STI) [CREATE FROM ISN BY SUPPORT ROUTINE]

OFFICER SERIAL NUMBER FILE (OSN)

OFFICER NAME FILE (ONS) [CREATED FROM OSN BY SUPPORT ROUTINE]

POLICE UNIT FILE (UNITS)

PRIMARY COLLISION FACTOR FILE (PDCPF) (VEHICLE CODE) [INCLUDED]

INPUT PROGRAMS ARE SUPPLIED FOR THE FILES STC, STN, ISN, OSN AND UNITS. THE FILES ONS, STN AND STI ARE GENERATED FROM THE FILES OSN, STC AND ISN, BUT ADDITIONS MAY BE MADE TO THESE FILES FOR CONVENIENCE OF ENTRY. THE PRIMARY COLLISION FACTOR FILE (PDCPF-VEHICLE CODE) IS ENTERED BY EDITOR SINCE IT SELDOM CHANGES ONCE CONSTRUCTED. ASSOCIATED FILES PDCPFT AND PDT ARE STANDARD AND REFER TO PDCPF. PDCPCF, PDCPCFT AND PDT ARE AVAILABLE FOR CALIFORNIA INSTALLATIONS. FILE DESCRIPTIONS WILL BE FURNISHED PRIOR TO INSTALLATION. THE CITY OF REDLANDS WILL BE RESPONSIBLE OF INPUT OF THE ABOVE FILES.

4. A WORKING, FULLY FUNCTIONAL, HARDWARE SYSTEM FOR THE PERIOD OF INSTALLATION. THE COMPUTER SHOULD BE AVAILABLE FOR INSTALLATION OF THE SYSTEM ON A 24 HOUR BASIS. ANY DOWN TIME FOR OVER A 24 HOUR PERIOD WILL BE CONSIDERED A BASIS FOR RAYFORD R SANDERS CHARGING AND BEING PAID \$50/HOUR PLUS EXPENSES FOR ALL TIME SPENT BY RAYFORD R SANDERS AFTER THE INSTALLATION PERIOD IF IT SHOULD BE REQUIRED.

5. A 1200 BAUD MODEM TO BE AVAILABLE DURING THE INSTALLATION PERIOD. THIS MODEM SHALL BE COMPATIBLE WITH A VADIC VA3451 OR VA3455.

APPENDIX D

DOCUMENTATION

DOCUMENTATION OF THE SYSTEM WILL BE SUPPLIED ON OR BEFORE THE INSTALLATION DATE OR WHEN REQUESTED. THIS DOCUMENTATION WILL BE CURRENT AS OF THE INSTALLATION.