**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PEREGRINE TECHNOLOGIES, INC.**

PREAMBLE

This Agreement is entered into as of the City's execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and Peregrine Technologies, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A.   City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B.   Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C.   The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1.   AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Final System Acceptance Certificate

Exhibit D – Peregrine Service Level Agreement

Exhibit E – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2.   **TERM OF AGREEMENT**

   A.   Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and terminate on March 31, 2031.

   B.   After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year term through March 31, 2036 ("Option Period"), subject to the budget appropriation. The Option Periods shall be authorized through and Amendment to this Agreement executed by the Parties.

3.   **SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

   Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4.   **WARRANTY**

   Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5.   **QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

   Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6.   COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Two Million Eight Hundred Two Thousand One Dollars and Thirty-Eight Cents ($2,802,001.38), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7.   TERMINATION

A.   <u>Termination for Convenience</u>. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B.   <u>Termination for Default</u>. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C.   Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8.   ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9.   NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City; provided, however, that City's ownership shall not extend to, and Contractor shall retain all right, title, and interest in and to, any pre-existing materials, software, source code, algorithms, trade secrets, know-how, or other proprietary technology of Contractor, including the Peregrine platform and any enhancements, configurations, or derivative works thereof, whether developed before or during the term of this Agreement. The Service is a commercial software-as-a-service platform and no custom software or source code is developed for City under this Agreement.

Contractor may retain and use copies of any materials developed for City recordkeeping, portfolio, and internal business purposes. City shall not be limited in any way or at any time in its use of said material that is owned under this Section. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges

made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14.   **HOLD HARMLESS/INDEMNIFICATION**

A.   To the extent permitted by law, Contractor ("Indemnifying Party") shall defend, indemnify, and hold harmless the City, its officers, employees, and agents ("Indemnified Party") from and against any third-party claims, demands, losses, liabilities, or expenses (including reasonable attorneys' fees), including claims by Contractor's employees or agents, arising from Contractor's negligence, willful misconduct, violation of law, breach of any material warranty/ representation/covenant made by Contractor under this Agreement, or infringement of a third party's intellectual-property rights, and not to the extent caused by the gross negligence or willful misconduct of the City or any Indemnified Party. .

B.   Contractor shall remain solely responsible for its own employees and subcontractors and for compliance with applicable employment and labor laws. Nothing in this Agreement creates any employment relationship between the City and Contractor's personnel.

15.   **LIMITATION OF LIABILITY**

A.   **General Liability Cap.** Except for a Party's willful misconduct, gross negligence, or as specified in Section 15.B of this Agreement, in no event shall either Party's aggregate direct liability to the other Party arising out of or relating to this Agreement, under any legal or equitable theory (including breach of contract, tort—including negligence—strict liability, or otherwise), exceed three times the total amount of fees paid or payable by City to Contractor under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim (or expected to be paid, if the claim arises within the first twelve months).

B.   **Specific Liability Cap.** Notwithstanding anything to the contrary in this Agreement, Contractor's aggregate liability to City for all claims arising out of or relating to: (a) intellectual property infringement or (b) data breach or unauthorized access to customer data in breach of this agreement; or (c)

bodily injury, death, or damage to tangible personal or real property; or (d), employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), shall not exceed $1,000,000; provided however, that Contractor shall have no liability under this section to the extent that such claims are solely caused by customer's acts or omissions.

C. Notwithstanding the foregoing, neither Party shall be liable to the other for any exemplary or punitive damages, or for any loss of profits, revenue, data, or business opportunities, whether arising out of breach of contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such damages.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit E, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit E.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara Police Department
Attention: Casey Rettig
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at crettig@santaclaraca.gov; manager@santaclara.gov; and purchasing@santaclaraca.gov

And to Contractor addressed as follows:

Peregrine Technologies, Inc
PO Box 7775 PMB 69596
San Francisco, CA, 94120-7775
and by e-mail at legal@peregrine.io

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate,

in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

(SIGNATURES ON NEXT PAGE)

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

_____   _____
GLEN R. GOOGINS   JŌVAN D. GROGAN
City Attorney   City Manager
                                             City of Santa Clara
                                             1500 Warburton Avenue
                                             Santa Clara, CA 95050
                                             Telephone: (408) 615-2210
                                             Fax: (408) 241-6771

"CITY"

PEREGRINE TECHNOLOGIES, INC.
a California corporation

Dated: _____

By (Signature): _____

Name:	Robert Wheeler
Title:	Head of Commercial Operations
Principal Place of Business Address:	71 Stevenson Street, Suite 700 San Francisco, CA 94105
Email Address:	rob.wheeler@peregrine.io
Telephone:	(415) 287-2749
Fax:	N/A

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

The Scope of Services, including Exhibit A and Contractor's proposal response provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. PROJECT BACKGROUND AND DESCRIPTION

1.1.   Contractor shall provide a Data Integration (DI) Platform ("Solution" or "Platform") in support of the Santa Clara Police Department.

1.2.   The Santa Clara Police Department (SCPD) provides law enforcement and policing services to Santa Clara. SCPD is led by a six-member Command Staff who oversee the Departments' Divisions: Administrative Services Division, Field Operations Division, Investigations Division, and Special Operations Divisions.

1.3.   The DI platform shall meet the following goals and objectives:

1.3.1.   Provide a foundation for SCPD's long-term goal of developing a Real Time Intelligence Center (RTIC). The platform shall enable SCPD to visualize crime patterns and enable development of intelligence-led crime prevention strategies that improve SCPD responses to crimes in progress.

1.3.2.   Centralize and streamline various data sources used by SCPD e.g. police calls, police evidence systems, citizen interactions, video surveillance systems, police records, County arrest records, and more. Integrating the siloed systems will enhance efficiencies and increase productivity across all divisions of SCPD. The DI platform shall have the ability to absorb future unidentified data source systems as criminal intelligence evolves and grows.

1.3.3.   Is expected to become a foundational tool for better management of all aspects of planning and operations within SCPD. The platform is expected to institutionalize data governance along with the ability to operationalize Business Intelligence (BI), Analytics and improved data Visualization.

1.3.4.   Manage structured, semi-structured, and unstructured data from external and internal sources to enhance business intelligence and analytics.

2. PROJECT ASSUMPTIONS

2.1. Contractor shall assign a project manager who is responsible for coordinating various activities such as: Solution Presentations, On-Site Training, Deployment, Configuration, Integration, Technical Support, Status reporting, etc.

2.2. The City will provide a project manager and subject matter experts as required to ensure the implemented solution meets the City's requirements as specified herein.

2.3. The City prefers an agile project management approach for the implementation of the DI platform with release maps and date ranges.

2.4. Both City and Contractor shall attend meetings, workshops, and discovery sessions as required.

2.5. Contractor shall be responsible for leading all configuration and implementation activities in coordination with the City's Project Manager.

3. PROJECT MANAGEMENT

3.1. Contractor will provide the City with a Project Manager who will be the single point of contact throughout the project as specified in Section 2.1 above. The City reserves the right to request a change in the Project Manager if it feels the relationship is not progressing smoothly. Any changes to the Contractor's Project Manager should be discussed and approved by the City.

3.2. City must approve Contractor's key staff that will be assigned to the City's project prior to key staff being assigned to the City's project.

4. SOLUTION REQUIREMENTS

The DI platform shall include, at a minimum, the following:

4.1. The City prefers a cloud-based SaaS solution that can be accessed from a standard web browser, including but not limited to, all current supported versions of Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari.

4.2. A solution that is developed using a responsive web design approach for use on a multitude of devices, including desktops, laptops, mobile data terminals (MDT), tablets, and smartphones.

4.3. A solution that operates at a high level of security using Transport Layer Security (TLS), version 1.2 or higher, for account registration, authentication, and all actions performed by administrators or other users.

4.4. The City prefers that the solution supports integration with existing Single Sign-On (SSO) solutions (e.g., Azure Active Directory, SAML 2.0).

4.5. Unlimited user accounts.

4.6. Solution shall be accessible seven days a week, 24 hours per day.

4.7. Staff shall be able to receive real time notifications from any agency source systems and effectively use the integrated data to satisfy immediate and long-term SCPD needs.

4.8. Facilitate the rapid dissemination of intelligence. SCPD wants to be able to expeditiously investigate and solve crimes, whether they are in-progress or upon further investigation by a detective. The DI platform should offer the ability to easily share information across the platform.

4.9. The proposed architecture should be flexible enough to allow for the rapid incorporation of new data sources and new functionalities

5. SECURITY REQUIREMENTS

5.1. Contractor must comply with all applicable local, state, and federal regulations as they now exist or may hereafter be modified, changes, or amendment regarding data confidentiality. This includes any CJIS requirements.

5.2. Data centers must be located in the United States.

5.3. Contractor shall incorporate security requirements in every aspect of the platform.

5.4. Contractor shall implement security controls in accordance with NIST Security Standards and shall follow NIST's Cybersecurity Framework to assess the solution prior to first release and prior to any major improvement or enhancement.

5.5. Authentication and Access Control

5.5.1. Integrate with the City's existing Single Sign-On (SSO) environment (e.g., Azure AD, SAML 2.0).

5.5.2. Enforce Multi-Factor Authentication (MFA) for all user and administrator access.

5.5.3.   Support Role-Based Access Control (RBAC) with configurable roles and permission scoping.

5.5.4.   Apply the Principle of Least Privilege for all user accounts and service connections.

5.5.5.   Log and retain all user authentication events and access activities for audit purposes.

5.6.   CJIS Compliance and Data Classification

5.6.1.   The solution and hosting environment must comply with the FBI Criminal Justice Information Services (CJIS) Security Policy, and contractors must provide documentation of current CJIS compliance, at the City's request throughout the term of the agreement.

5.6.2.   Data subject to CJIS must be logically and physically isolated from non-CJIS data.

5.6.3.   Contractor must define how Criminal Justice Information (CJI) will be protected in transit, at rest, and during processing.

5.7.   Data Protection and Encryption

5.7.1.   Use TLS 1.2 or higher for all data transmission.

5.7.2.   Encrypt all data at rest using AES-256 or equivalent.

5.7.3.   Support integration with customer-managed keys via a Key Management Service (KMS).

5.7.4.   Mask or redact sensitive data in non-production environments or administrative interfaces.

5.7.5.   Prevent unauthorized export or transmission of sensitive data.

5.8.   Logging, Auditing, and Monitoring

5.8.1.   Maintain immutable audit logs for user activity, system changes, and data access.

5.8.2.   Retain logs per applicable public safety data retention policies.

5.8.3.   Integrate with the City's Security Information and Event Management (SIEM) system for centralized monitoring.

5.8.4.   Provide anomaly detection and alerting capabilities for suspicious activity.

5.9.   Data Governance and Lifecycle Management

5.9.1.   Enable enforcement of data retention schedules based on legal and policy requirements.

5.9.2. Provide data lineage tracking from source through transformation to destination.

5.9.3. Include metadata cataloging to support audits and transparency.

5.9.4. Ensure governed access to data through secure APIs or user interfaces.

5.10. Application and Platform Security

5.10.1. Secure all APIs with OAuth 2.0, input validation, and rate-limiting.

5.10.2. Follow Zero Trust principles, including internal segmentation and continual identity verification.

5.10.3. Follow a secure Software Development Lifecycle (SDLC) including static code analysis, vulnerability scanning, and remediation practices.

5.10.4. Undergo annual third-party penetration testing, with results shared upon request.

5.11. Infrastructure and Hosting Requirements

5.11.1. Host the solution in a FedRAMP High, StateRAMP Authorized, or CJIS-compliant cloud environment (e.g., Azure Government, AWS GovCloud).

5.11.2. Ensure all data is stored within the continental United States.

5.11.3. Use private subnet isolation, VPN/IPSec tunneling, and firewall protections.

5.11.4. Support direct connect or private peering with on-premises infrastructure is preferred.

5.12. Business Continuity and Incident Response

5.12.1. Maintain a comprehensive disaster recovery plan with: Recovery Time Objective (RTO): ≤ 4 hours, Recovery Point Objective (RPO): ≤ 1 hour.

5.12.2. Provide geo-redundant backup and failover capabilities.

5.12.3. Notify the City within 24 hours of any data breach or security incident impacting City data. See Section 5.15 for further requirements.

5.12.4. Participate in periodic incident response tabletop exercises if requested.

5.13. Certifications and Oversight

5.13.1. Possess and maintain one or more of the following security certifications: SOC 2 Type II, ISO/IEC 27001, CJIS Audit Letter (if applicable).

5.13.2. Conduct annual vulnerability assessments and provide summary findings and remediation status upon request.

5.13.3. Enter into a Data Processing Agreement (DPA) that defines data ownership, breach

5.13.4. The City shall have the right to audit or review contractor's security posture periodically.

5.13.5. Identify any exceptions and provide detailed mitigation strategies.

5.14. Data Breach Notification: Contractor shall notify the City of any unauthorized and unlawful acquisition of unencrypted personal data ("Data Breach").

5.14.1. Data Breach Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Data Breach with the City should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

5.14.2. Data Breach Reporting Requirements: If Contractor has actual knowledge of a confirmed Data Breach that affects the security of any City content that is subject to applicable Data Breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach.

6. PROJECT APPROACH

The project shall be conducted in a phased approach. The City must accept each phase and may be further documented in an Acceptance Certificate for the phase. Below are the initial phases for this project, part of the Contractor's proposal shall include proposed changes to the phases.

6.1. *Phase 1: Planning and Analysis*

6.1.1. Contractor shall conduct a **Project Kick-off Meeting** to include the following:

6.1.1.1. Introduce project team members, including qualifications and project roles and responsibilities.

6.1.1.2. High level overview of the Proposed Solution.

6.1.1.3. Deliver Preliminary Project Implementation Schedule in a critical path format so that the timelines and milestones can be clearly identified and measured.

6.1.1.4. Discuss and define Notice to Proceed Procedures.

6.1.1.5. Define processes for tracking project status.

6.1.1.6. Define change control procedures.

6.1.1.7. Define the deliverables and Final System Acceptance processes.

6.1.1.8. Determine the format and protocol for periodic, ongoing meetings, reports, and communications.

6.1.1.9. Review escalation management process, including lines of communication, reporting relationships, etc.

6.1.1.10. Identify high-risk or problem areas and discuss resolution process.

6.1.1.11. Finalize Project Implementation Schedule.

6.1.2. Contractor shall conduct workshops, meetings, and discovery sessions as required to conduct a Business Assessment and provide a Business Process Map to the City for review and approval.

6.1.3. Contractor shall setup, configure, and implement the Software in accordance with the City-approved **Business Process Map.**

6.2. *Phase 2: Develop/Implement/Configuration*

6.2.1. The Contractor shall perform all tasks required to implement the proposed system, including development, configuration, construction of interfaces, migration of data, if applicable, and other tasks identified during Phase 1.

6.2.2. The project team members from the City will go over the requirements with the Contractor over working sessions.

6.3. *Phase 3: Testing and Refinement*

6.3.1. The City will provide platform feedback, and when the City agrees that the platform is ready to be deployed and configured in production environment, will indicate such in writing to the Contractor.

6.3.2. Contractor shall provide on-site staff for System Go-Live to assist City staff and troubleshoot as required.

6.3.3. The Contractor shall demonstrate that the platform meets all requirements as stated in this Scope of Services and as further defined in the Business Process Map.

6.3.4. Contractor shall prepare a test plan for each set of requirements to demonstrate that they are included and implemented in the platform.

6.3.5. Contractor shall provide guidance to the City during completion of the test plan to ensure that it is done in accordance with Contractor-provided training and documentation. Note that some training may be required for admin / power users who will assist with testing.

6.3.6. Following testing, the City and Contractor shall prepare a punch list of items required to properly complete System configuration and implementation.

6.3.7. Each Party (the City and the Contractor) shall complete the punch list items per a mutually agreed upon schedule.

6.4. *Phase 4: Training*

Contractor shall provide training and documentation as follows:

6.4.1. Super Users/Administrators

6.4.2. Note: It is intended that Super Users/Administrators will assist with testing.

6.4.3. Training shall be provided onsite.

6.4.4. Adequate training manuals must be provided; electronic format is mandatory.

6.5. *Phase 5: Go Live*

6.5.1. Contractor will lead the development of Go-Live and contingency plans with assistance from the City's Project Manager. Go-Live plans will include technical and business-related tasks that need to be accomplished such as issue management, change management, training, etc.

6.5.2. Contractor shall provide Go-Live services onsite.

6.5.3. Contractor reviews the Go-Live and Contingency Plans with the City.

6.5.4. Contractor prepares the platform for live operation. Contractor shall work closely with the City staff to ensure that the Go-Live is well planned and that operational changes are managed efficiently.

6.6. *Phase 6: Post Go Live and Full Acceptance*

6.6.1.　Contractor shall provide post go-live assistance and on-site support to City for 5 business days after Go-Live and on-call for an additional 60 days (configuration support) after.

6.6.2.　City signs off on the Final Acceptance at the end of this period.

6.6.3.　Contractor completes a closure and lessons learned report at the end of this period. Contractor and City shall provide input to the lessons learned report. The transition of lessons learned takes place between the Contractor Implementation Team and the City's support staff during this period.

6.6.4.　Upon execution of the Final System Acceptance Certificate, the City agrees to pay Contractor any remaining and approved outstanding invoice and any previously withheld retainage.

7. TECHNICAL SUPPORT AND MAINTENANCE

7.1.　Contractor must provide maintenance and support beginning at solution Go-Live.

7.2.　Contractor shall provide technical support 24/7/365. This support must consist of an on-call person or center where problems can be reported and immediate help is available based on severity of the issue.

7.3.　The first year of support and maintenance and training shall be included in the first year's subscription cost and/or license purchase. In addition, the first year should include training costs.

7.4.　Contractor should provide a Service Level Agreement to include response and resolution times by level of severity with consequences for failure to meet Service Level targets.

7.5.　If the solution is not a cloud based solution Contractor shall provide guidance on OS and Database versions patching and upgrades.

7.6.　Cloud -based or SaaS Solutions:

7.6.1.　If a cloud-based SaaS or hosted solution is to be provided, Contractor shall ensure that the system is upgraded as standard improvements and enhancements (not City-specific customization) are released, at no additional charge other than the yearly subscription cost, for the life of the system as long as there is a valid Agreement in place.

7.6.2.　Contractor shall notify the City at least fourteen (14) days in advance of its intent to release any improvements, enhancements, patches/bug fixes to the Production system, including a description of the intended improvements or enhancements.

7.7.   Ongoing training as required for patches, updates, new features, and functionality, etc.

7.8.   See Exhibit D, Service Level Agreement.

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EXHIBIT B
SCHEDULE OF FEES

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1.   MAXIMUM COMPENSATION

1.1.   The maximum amount payable to Contractor during the Initial Term of this Agreement shall not exceed the amount in Section 6 ("Compensation and Payment". See Table B1 for Summary.

Table B1: Maximum Compensation

Description	Total
Initial Term (Years 1 - 5)	
Year 1 Required Package	$ 222,200.00
Year 2 Required Package	$ 228,866.00
Year 3 Required Package	$ 235,731.98
Year 4 Required Package	$ 242,803.94
Year 5 Required Package	$ 250,088.06
Initial Term Total	**$ 1,179,689.98**
Option Periods (Years 6 - 10)	
Option 1 - Year 6 Required Package	$ 257,590.70
Option 2 - Year 7 Required Package	$ 265,318.42
Option 3 - Year 8 Required Package	
Option 4 - Year 9 Required Package	$ 281,476.31
Option 5 - Year 10 Required Package	$ 289,920.60
Option Periods Total	**$ 1,367,584.00**
Contingency	$ 254,727.40
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$ 2,802,001.38**

1.2.   Pricing Structure:

All pricing specified in Table B1 is for hosted Software-as-a-Service (SaaS) delivery model and is a complete, all-inclusive annual subscription. The annual subscription price includes all services required to deploy, operate, and maintain the solution described in Exhibit A, including the following:

1.2.1.   Hosting and Platform Access: CJIS compliant cloud infrastructure, data storage, backups, and routine maintenance.

1.2.2.   System Configuration and Data Integration: Initial setup, connection of approved data sources, and configuration meet project objectives.

1.2.3. Training and Change Management: Administrator and end-user training, user-adoption support, and provision of documentation and user materials.

1.2.4. Ongoing Support and Maintenance: Help-desk support, system updates, bug fixes, and all feature and security enhancements released during the subscription.

1.2.5. Data Conversion and Migration: As required to enable go-live and ensure continuity of existing datasets.

1.2.6. All professional services for initial deployment.

2. PAYMENTS

2.1. For Year 1 of the Agreement the City agrees to pay the Contractor as follows:

2.1.1. 80% of the Year 1 subscription fee upon provisioning of licenses, confirming system availability for City access.

2.1.2. 20% upon successful completion of acceptance testing and execution of the Final System Acceptance Certification Exhibit C.

2.2. For Years 2-5 and Option Years of the Agreement

2.2.1. Annual Subscription fees will be invoiced 100% in advance at the start of each renewal period.

2.2.2. Contractor shall provide an invoice to the City a minimum of sixty (60) days prior to the start of the next renewal year.

2.3. All payments are based upon City's acceptance of Contractor's performance and upon

2.4. All payments shall be made to Contractor by City based on net thirty (30) days payment terms from the City's approval of invoice.

3. PRICING AND OPTION RENEWALS

3.1. All pricing is firm fixed for the Initial Five-Year term and Option Years of this Agreement.

3.2. After the Initial Term, the City reserves the right to extend this Agreement for five (1) one year options pursuant to Section 2.B. of this Agreement.

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

After the City is satisfied with all test results and resolutions, the City will initiate execution of the Final Acceptance Certificate.

FINAL SOFTWARE/SYSTEM ACCEPTANCE CERTIFICATE

Customer Name: City of Santa Clara ("City")

Project Name: Data Integration Platform

This Final Acceptance Certificate memorializes the occurrence of Final Software and System Acceptance.

Contractor and the City acknowledge that:

1. Contractor has delivered the Software, System, Services, and documentation promised under this Agreement.

2. The Software and System is accepted, and all punch list items generated during testing have been completed.

3. By acknowledging the Final Acceptance of the Software and System, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

City of Santa Clara ("City")	**Peregrine Technologies, Inc. ("Contractor")**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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EXHIBIT D
PEREGRINE SERVICE LEVEL AGREEMENT

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1.   PURPOSE AND RELATIONSHIP TO AGREEMENT

This Service Level Agreement ("SLA") describes the service level commitments provided by Peregrine Technologies ("Peregrine") to the End User regarding the availability, support, and maintenance of the Service. This SLA forms part of, and is governed by, the applicable Agreement between Peregrine and End User, which may consist of the End User License Agreement and Terms of Service (EULA/TOS) and/or the applicable Sales Agreement, Reseller Sales Order, or accepted Reseller Quote (collectively, the "Agreement"). All capitalized terms not defined in this SLA shall have the meanings set forth in the Agreement. In the event of a conflict between this SLA and the Agreement, the Agreement shall control except with respect to the specific terms of service availability, support, and remedies set forth herein.

2.   DEFINITIONS

For purposes of this SLA, the following definitions apply:

Agreement means the applicable End User License Agreement and Terms of Service (EULA/TOS) and, if applicable, any order entered into between Peregrine and the End User governing the End User's access to and use of the Service.

Availability means the percentage of time during a calendar month that the Service is operational and accessible, excluding Excluded Downtime.

Downtime means any period during which the Service is not materially available to End Users, excluding Excluded Downtime.

Excluded Downtime means any period of unavailability caused by Scheduled Maintenance, Emergency Maintenance, or by circumstances beyond Peregrine's reasonable control, including but not limited to Force Majeure Events as defined in the Agreement.

Emergency Maintenance means maintenance performed outside of Scheduled Maintenance windows in response to urgent events, including security threats or critical system failures.

Incident means an event that impacts the availability, functionality, or performance of the Service.

Scheduled Maintenance means planned maintenance periods during which the Service may be unavailable, as described in the Scheduled Maintenance and Emergency Maintenance section of this SLA.

Service means the Peregrine platform and related software and services made available to the End User under the Agreement.

3.   SCOPE OF SERVICES

This SLA applies solely to the production environment of the Service provided by Peregrine to the End User under the Agreement. It does not apply to beta features, pre-release functionality, custom development projects, or third-party integrations unless explicitly stated otherwise in the Agreement or an applicable statement of work. Beta features, pre-release functionality, custom

development projects, and experimental features are provided "as is," without warranty of any kind, and are excluded from all service level commitments. Support and service level commitments are limited to the functionality and performance of the Service as made generally available by Peregrine.

4. SERVICE AVAILABILITY COMMITMENT
Peregrine will use commercially reasonable efforts to ensure that the Service meets or exceeds an Availability level of 99% during each calendar month, excluding Excluded Downtime.

4.1. MEASUREMENT OF AVAILABILITY
Peregrine commits to achieving an Availability level of 99% during each calendar month, excluding Excluded Downtime, and will use commercially reasonable efforts to meet or exceed this standard.

$$\text{Availability (\%)} = \left(\frac{\text{Total Minutes} - \text{Downtime Minutes}}{\text{Total Minutes}}\right) \times 100$$ where "Total Minutes" excludes minutes of Excluded Downtime.

Peregrine provides availability metrics at status.peregrine.io.

4.2. EXCLUDED DOWNTIME
Excluded Downtime includes, but is not limited to:
- Scheduled Maintenance (as defined in under the Scheduled Maintenance heading),
- Emergency Maintenance,
- Downtime caused by Force Majeure Events,
- Downtime resulting from the End User's misuse, improper configuration, or failure to comply with Peregrine's published documentation,
- Downtime caused by third-party services, networks, hardware, or software not controlled by Peregrine.

5. SUPPORT SERVICES
Peregrine will provide End User with technical support for the Service as described below:

Support Hours: Standard support is available during Peregrine's normal business hours, defined as 6:30 a.m. to 6:30 p.m. Pacific time, Monday through Friday, excluding Peregrine-observed holidays.

Support Channels: End Users may initiate support requests via Peregrine's designated email support address or support ticketing system, as specified in the Agreement or provided separately by Peregrine.

24/7 Support for Critical Incidents: For Severity 1 (Critical) Incidents, Peregrine will provide support on a 24x7x365 basis, including outside of normal business hours.

Peregrine may update its support procedures and contact information from time to time upon reasonable notice to End Users.

6. INCIDENT CLASSIFICATION AND RESPONSE TIMES
Incidents reported by End Users will be classified based on severity, and Peregrine will use continuous best efforts (for Severity 1 Incidents) or commercially reasonable efforts (for Severity

2 and 3 Incidents) to meet the target response, workaround, and resolution timeframes set forth below. Such timeframes are goals and not guarantees, and Peregrine does not warrant that every Incident will be resolved within the applicable target timeframe. Target Workaround Times, Target Permanent Fix Times, and frequent Status Updates are committed primarily for Severity 1 (Critical) Incidents. For lower-severity Incidents, Peregrine will provide commercially reasonable support during standard business hours and update End Users as appropriate based on business impact.

Severity Level	Level of Effort	Initial Response	Work Around	Targeted Time to Permanent Fix (Goal)	Status Updates
1 (Critical)	Continuous best efforts, 24/7	Immediate, but in no event to exceed 30 minutes	8 hours	3 calendar days	Every 2 hours prior to work around and every calendar day until permanent correction
2 (Major)	Commercially reasonable efforts, 24/7	1 hour	24 hours	5 calendar days	Every 6 hours prior to work around and every calendar day until permanent correction
3 (Minor)	Commercially reasonable efforts, during normal business hours	1 business day	10 business days	20 business days	Every 2 business days prior to work around and every calendar day until permanent correction

Severity Level 1 (Critical) means complete system inoperability affecting more than 50% of Peregrine users.

Severity Level 2 (Major) means significant impairment of key features affecting more than 50% of Peregrine users.

Severity Level 3 (Minor) means all incidents not classified as Severity Level 1 or 2.

Target Initial Response Time means the period between the receipt of the support request by Peregrine and the first response from Peregrine acknowledging receipt and beginning initial assessment. Target Workaround Time and Target Permanent Fix Time, where applicable, refer to Peregrine's commercially reasonable efforts to provide a temporary or permanent resolution. Status Update Frequency refers to the target interval for Peregrine to provide updates on incident progress.

7.   SCHEDULED MAINTENANCE AND EMERGENCY MAINTENANCE

7.1.   SCHEDULED MAINTENANCE

Peregrine may perform Scheduled Maintenance to maintain, update, or enhance the Service. Peregrine will use commercially reasonable efforts to provide End Users with at least **seventy-two (72) hours** advance notice of any Scheduled Maintenance expected to result in downtime or significant service degradation. Scheduled Maintenance will, whenever reasonably practicable, be performed outside of standard business hours.

Scheduled Maintenance periods will be excluded from Availability calculations under this SLA.

7.2. EMERGENCY MAINTENANCE
In cases where urgent maintenance is necessary to address critical issues, including security vulnerabilities, system instability, or compliance requirements, Peregrine may perform Emergency Maintenance without advance notice. Peregrine will use commercially reasonable efforts to minimize the impact of Emergency Maintenance on End Users.

Emergency Maintenance periods will also be excluded from Availability calculations.

8. END USER RESPONSIBILITIES
End User acknowledges and agrees that Peregrine's ability to provide the Service in accordance with this SLA depends on End User's cooperation and adherence to the following responsibilities:

Access and Information: End User shall provide Peregrine with timely access to relevant personnel, systems, and information as reasonably necessary to diagnose and resolve Incidents.

Reasonable Assistance: End User shall cooperate with Peregrine's support team by providing requested data, logs, documentation, and other materials necessary for troubleshooting.

Designated Contacts: End User shall designate knowledgeable points of contact authorized to interact with Peregrine's support team on behalf of End User.

Supported Environment: End User shall ensure that all devices, networks, and third-party systems interacting with the Service meet Peregrine's published technical requirements and are maintained in good operating condition.

Compliance with Documentation: End User shall use the Service in accordance with Peregrine's published documentation and reasonable instructions.

Failure of End User to fulfill its responsibilities may impact Peregrine's ability to meet the commitments outlined in this SLA.

9. EXCLUSIONS
The commitments set forth in this SLA shall not apply to performance or availability issues arising from:
- Factors outside of Peregrine's reasonable control, including but not limited to Force Majeure Events as defined in the Agreement;
- End User's use of the Service in a manner inconsistent with Peregrine's published documentation or reasonable instructions;
- End User's failure to maintain a supported environment as described in the End User Responsibilities;
- Failures of End User's internet connectivity, network, hardware, software, or other third-party services or technology not provided by Peregrine;
- Beta features, pre-release functionality, custom development, or experimental features;
- Scheduled Maintenance or Emergency Maintenance;

- End User-requested downtime or suspension of Service.

10. REMEDIES AND LIMITATIONS

Peregrine will use commercially reasonable efforts to meet the service level commitments set forth in this SLA. In the event Peregrine fails to meet the Availability commitment or response targets specified herein, End User's sole and exclusive remedy shall be for Peregrine to use commercially reasonable efforts to restore the Service to the applicable standards.

Peregrine does not guarantee uninterrupted or error-free operation of the Service. Service credits, refunds, or other remedies shall not apply unless expressly set forth in the Agreement or a separately executed Sales Agreement.

In no event shall Peregrine be liable for any damages, penalties, or remedies arising out of or relating to Service availability or support commitments beyond those expressly set forth in this SLA. For Severity 1 (Critical) Incidents, Peregrine's commitment is to exercise continuous best efforts to achieve the targeted response, workaround, and resolution timeframes, but Peregrine does not warrant that such timeframes will always be achieved or that uninterrupted Service will be maintained.

11. GENERAL TERMS

Incorporation into Agreement. This SLA is incorporated into and forms part of the Agreement. All terms and conditions of the Agreement apply to this SLA, including without limitation limitations of liability, disclaimers, and dispute resolution provisions.

Termination of SLA. This SLA shall terminate automatically upon the expiration or termination of the Agreement. No service levels or related obligations under this SLA shall survive the termination or expiration of the Agreement.

Modifications. Peregrine may modify the terms of this SLA from time to time to reflect changes in the Service, improvements in industry standards, or changes in operational practices. Any modifications will apply prospectively and will become effective upon reasonable notice to End Users or as otherwise specified in the Agreement.

EXHIBIT E
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A.   COMMERCIAL GENERAL LIABILITY INSURANCE

1.   Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury

2.   Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3.   The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

a.   Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

b.   There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

c.   Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B.   BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than

one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. CYBER LIABILITY

Cyber Liability Insurance covering claims involving infringement of intellectual property, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with minimum limits of $5,000,000 per claim and in the aggregate.

F. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. <u>Additional Insureds</u>. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. <u>Primary and non-contributing</u>. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. <u>Cancellation</u>.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. <u>Other Endorsements</u>. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit E, above.

G. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, <u>except as with respect to</u>

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

H.   EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

I.   EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Police Department
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

J.   QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.