

Software Enhancement Services and MDS Extended Warranty Agreement

This Software Enhancements Services and MDS Extended Warranty Agreement ("Agreement") is made as of **October 9, 2014**, by and between the City of Fresno, a municipal corporation (hereinafter referred to as "City"), and Hubb Systems, LLC, a California limited liability company, dba Data911 (hereinafter referred to as "Contractor"). City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City and Contractor entered into a contract on or about December 17, 1997, for the purchase by City of a turnkey Field Automation System ("FAS") for the Fresno Police Department (hereinafter referred to as the "project" or the "system"); and

WHEREAS, the Eighth Amendment to FAS contract, dated December 2, 2003, required the Parties to enter into a software enhancements services and MDS extended warranty agreement (all foregoing amendments and the FAS contract collectively, hereinafter referred to as "FAS Contract"); and

WHEREAS, as part of the Eighth Amendment to the FAS Contract, the Parties entered into a software enhancement services and MDS extended warranty agreement, which expired on September 2, 2009; and

WHEREAS, in fulfilling the requirements of the FAS Contract, the Parties desire to enter into this Agreement setting forth the terms and conditions for the providing of software enhancement services (excluding support and upgrades to any third party software including, but not limited to, Microsoft and Oracle) and extension of the equipment warranty contained in the Eighth Amendment of the FAS Contract by Contractor to City.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to as follows:

1. **Term of Agreement and Time for Performance.** This Agreement shall be effective retroactively from July 1, 2014 and shall continue in full force and effect through June 30, 2017, subject to earlier termination in accordance with Section 7 of this Agreement. City shall have the option to renew this Agreement for two consecutive 12-month periods. Each renewal period will be on the same terms and conditions set forth herein, except the annual compensation. Subject to the written mutual agreement as to the dollar amount for the respective renewal period in accordance with Section 6 below, City may exercise one or more of these renewal options by notifying Contractor at least 60 days prior to the end of the then current initial term or renewal period of its intent to renew the Agreement.

The services of Contractor, as described in this Agreement and the attached Exhibits, are to commence upon the date the Agreement is entered into (date first set forth above as the date the Parties made this Agreement) and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth within.

2. Software Enhancement Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide software identified in **Exhibit A** and those software enhancement and services described in **Exhibit B**, titled, "Software Enhancement Services Statement of Work."
 - (A) For the purposes of this Agreement, "software" shall mean any software products (including, without limitation, the Source Code) described, developed or provided under this Agreement and the software products to be provided as described in the Software and Mobile Data System Equipment List, attached hereto as **Exhibit A**.
 - (B) For the purposes of this Agreement, "enhancement" shall mean any addition of functionality to a software program that did not previously exist.
 - (C) For the Purpose of this Agreement, "upgrade" shall mean any software program that provides added enhancements, performance or stability improvements, and bug fixes over an earlier version. It is a routine for scheduled release(s) to be provided to all customers with maintenance or support contracts at no additional cost.
3. MDS Extended Warranty Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide full service maintenance and repair for hardware submitted under this Agreement and specified in the equipment list in **Exhibit A, Schedule A**, and will include all parts and labor subject to the conditions contained herein. Contractor shall provide such services as described in **Exhibit C**, titled, "MDS Extended Warranty Statement of Work."
4. General Conditions for Services.
 - (A) Contractor shall, at its sole cost and expense, provide tools and equipment which may be required for furnishing services pursuant to this Agreement.
 - (B) Contractor services are for equipment and software enhancement services (excluding support and upgrades to any third party software including, but not limited to, Microsoft and Oracle) provided by Contractor.
 - (C) Prior to Contractor's access to any Fresno Police Department - Information Technology System including, without limitation, routers, switches, SANS, Servers, Workstations, or any computing device, for purposes of performing its obligations under this Agreement, Contractor

shall provide the City notice via e-mail. This notice shall be to Lieutenant Brogdon (mike.brogdon@fresno.gov), Conrad Nerdahl (conrad.nerdahl@fresno.gov) and Tom Harris (tom.harris@fresno.gov). Contractor shall not be responsible for the application software deployed on computers returned for service; however, Contractor will protect and support City's obligation to any third party software licensors when so advised of any obligations City may have in this regard including, without limitation, execution of any confidentiality agreements required by such third party software licensors.

- (D) City shall be responsible for determining that all of its files are adequately duplicated for reloading on a current basis ("backed up" as used in the trade) in accordance with the highest and most up-to-date standards of the computer industry.
- (E) Custom hardware development and programming for City or special program modifications are not included under this Agreement, but may be requested and quoted for City's consideration. Any additional services shall be subject to a prior written amendment to this Agreement in accordance with Section 6(D) herein.

5. Additional Conditions.

- (A) Deliverables Not Satisfied. Contractor shall provide City with all agreed upon deliverables covered by the FAS Contract and this Agreement, which have been fully paid for by the City. This includes all deliverables the City has paid for in full and has not yet received under the FAS Contract. City and Contractor shall agree upon a reasonable timeline for Contractor's delivery of all additional conditions. Such deliverables include, but are not limited to, the following:
 - (i) **CAD/FSO Export Data Link – Priority Zero Calls and Messaging** (as described in attached **Exhibit D**). Communication Link to FSO for CAD to CAD messaging. The obligation to fulfill this requisite will be contingent on the Fresno Sheriff's Department willingness and availability to provide the necessary conduit between their CAD system and the Fresno PD CAD system. Further, Data911 proposes to develop an API interface for the CAD/FSO Export Data Link that the county can easily integrate with. An example could be a RESTful HTTP-based WEB API interface. Stakeholders from Data911, Fresno PD and if available, Fresno Sheriff's Office will collaborate on the specification. Data911 will demonstrate in a simulated test environment that the API Interface will work as specified, provided FSO stakeholders are available to implement. When FSO stakeholders are available, Data911 will support the county's integration of the API interface in the production environment.

- (B) Deliverable Additions for Future.

- (i) **Annual Upgrades:** Planned semi-annual upgrade in March and October. City choice to defer;
- (ii) **HOH issues:** anything exceeding 6 months, the contractor will provide continuous action on prioritized HOH tickets and will mutually agree with City on the prioritization.
- (iii) **Display of RMS Name Alerts:** (as described in attached **Exhibit E**) Currently, the Data911 system accommodates the tagging of a street address with an alert. Such that, when the address is run, the alert surfaces in MX and ECOMM as an alert to an officer to be aware of what ever conditions that are placed into the alert. The challenge is that the system does not allow for any alert to be placed on a name. As such, if an officer in patrol runs a name and there is perhaps an alert that this individual is known to possess firearms and make threats of suicide by cop etc. the officer has no way of knowing this. Given this, there is an inherent officer safety issue that needs to be resolved, so that an alert can be placed on an individual. When an officer in patrol runs that name, the alert shall surface on the MX side. Since this alert already exists on address locations there is a need to extend this to names.
- (iv) **Application Compatibility:** Need to ensure that the vendor released software will run on supported Microsoft based and City adopted operating system, hardware; as well as, ensure compatibility with other existing software in use. In response, Data911 assures that desktop and mobile software is designed to work on the standard Microsoft Windows Operating system client versions that are deployed on Desktop computers, laptops and workstations. The currently supported Microsoft client version is Windows 7, 32 and 64 bit. Data911 software is not supported on Windows RT, Windows Phone, Windows Embedded and Windows CE. Data911 will strive to maintain compatibility with other existing software in use but cannot guarantee compatibility.
- (v) **Vendor Software Testing:** ensure that the software delivered by Contractor undergoes adequate internal testing by Contractor to minimize any testing and resource labor needs on the part of the City.
- (vi) **Customer Software Testing:** Vendor shall allow City no less than 30 days to test newly implemented applications against the City's operational size to assure that Contractor's software will scale to the size and complexity of the City's use of technology without adverse performance impact by the Contractor's software.
- (vii) **Unit/Event - Historical Time-Based Snap-Shot feature:** (as described in attached **Exhibit F**) Historically, in legacy systems there was a process that would create a snapshot "trash-print" every 15 minutes of Unit and Event activity. So that as requests were made as to what was going on at a specific time, it would be easy to say with a high degree of timeliness and accuracy what

Units were doing, and what type of call those units were on. Unfortunately, the current system requires that a data-miner must research every possible unit to determine what they were doing each day and at specific times. This becomes a very time consuming process. As such, the proposed and simplified solution is to recreate a snapshot every 15 minutes as to what Units and Events have occurred at specific dates and times. Then, make such snapshots easily searchable.

- i. The goal is to derive:
 1. Who was on duty
 2. What units were in-service
 3. What units were on calls
 4. What were the priority of those calls
 - ii. The generation of a small text file is all that would be needed; exported with a date/time stamp along with a file name to include the respective information.
- (viii) **Temporary Rights Modification** – (as described in attached **Exhibit G**) Expiration Time-Out: need a process where an individual can be granted temporary elevated rights; but, where an expiration notification will be made to an established system admin can be set to remind the system admin of the expiration. The admin will then make a decision to extend or revert the rights to a previous level. It is not expected that Data911 will assume the programming challenge of detecting whether or not the user logs out after the expiration of their period of elevated rights or, if they have not logged out, force a log out. This process will need to be handled by Fresno staff. Fresno staff agrees that it will also need to exercise appropriate caution in providing elevated rights to users who might be able to modify other Staff Class privilege.

(C) Source Code. For purposes of this Agreement, "Source Code" shall mean the source code for all software covered by the FAS Contract and this Agreement.

- (i) Contractor shall within 30 days of the date this Agreement is entered into (date first set forth above as the date the Parties made this Agreement) deliver the most complete and current version of the Source Code to City ("Initial Delivery"). The initial delivery will also include any third party controls in an installable and useable format; which, the Contractor has deemed necessary and properly licensed to rely on and add to the code to ensure proper operability.
- (ii) Contractor shall provide to customer a copy of all applicable development software needed to compile Source Code up to the level of the latest version provided and/or installed at the customers

location. The premise being that without provisions of having access to the development software, the source code cannot be deemed operational.

- (iii) Contractor shall provide proof or rights to utilize third party controls when Source Code is released. After the Initial Delivery, Contractor shall deliver a complete and current version of the Source Code for any software covered by the FAS Contract and this Agreement to City with each released build of any software immediately upon such release. The Source Code shall accompany the new software. Deliveries will include any third party controls which the Contractor has deemed necessary and properly licensed to rely on and add to the Source Code to ensure proper operability. Contractor warrants that Source Code delivery shall contain all code and components that would enable the City to compile the code to a working executable and install package.
- (iv) City shall have the right to permanently retain and use each current version of the Source Code delivered by Contractor. The City will use all reasonable precautions and take all necessary steps to prevent the software from being acquired by unauthorized persons and City will take appropriate action by instruction, agreement or otherwise, with any persons permitted access to the software so as to enable City to satisfy its obligation hereunder.
- (v) City shall have the right to permanently retain, use and compile all Source Codes delivered by Contractor.
- (vi) Contractor warrants that Contractor either (1) owns the software, including all trademark, copyright and other proprietary rights, or (2) is authorized to grant the rights to City to permanently retain, use and compile all Source Code delivered by Contractor.
- (vii) Contractor warrants that the software covered under the FAS Contract and this Agreement is free from trademark, copyright and patent infringements that may prevent the City from legally and permanently retaining, using and compiling all Source Codes delivered by Contractor to City.
- (viii) Contractor shall provide City with a "Site License," of all Contractor software purchased by City for its sole use, which affords the City permanent, unlimited use of the software including, without limitation, an unlimited number of concurrent users of the software.
- (ix) Portions of this section pertaining to the City's right to permanently retain, use and compile all Source Codes delivered by Contractor shall survive expiration or termination of the FAS Contract and this Agreement.

6. Compensation.

(A) Contractor's sole compensation for satisfactory performance of all services and licensing required or rendered pursuant to this Agreement shall be as follows:

- (i) a total fee not to exceed \$285,000 for the period of July 1, 2014 through June 30, 2015;
- (ii) a total fee not to exceed \$285,000 for the period of July 1, 2015 through June 30, 2016;
- (iii) a total fee not to exceed \$285,000 for the period of July 1, 2016 through June 30, 2017; and
- (iv) a total fee not to exceed the dollar amount mutually agreed upon by the parties in writing prior to the end of the then current initial term or renewal period for any 12-month renewal period. Provided monies have been appropriated, the Chief of Police of the City of Fresno Police Department is authorized to negotiate and agree in writing upon the dollar amount for any 12-month renewal period hereunder on behalf of the City.

The total fees above shall be paid on the basis of \$297 per MDS unit listed in the respective fiscal year (ending June 30) **Schedule A of Exhibit A**, for all hardware maintenance services required or rendered pursuant to this Agreement and the balance for all software services and licensing. Contractor shall provide City each respective revised fiscal year **Schedule A to Exhibit A** at least 60 days prior to July 1 each year of this Agreement and any extension. Said list will be reviewed and adjusted accordingly based on either the retirements or acquisition of replacement MDS units.

(B) The first payment shall be payable 10 days after City and Contractor's entering into this Agreement (date first set forth above as the date the Parties made this Agreement), with each annual payment thereafter payable 30 days after July 1. All payments under this Agreement will be subject to City's receipt of an invoice. Contractor shall submit an invoice for services to City at address listed below:

City of Fresno Police Department
c/o Fiscal Affairs Bureau
Post Office Box 1271
Fresno, CA 93715

(C) Any and all applicable tax payments associated with goods or services provided pursuant to this Agreement are not included in the fees and will be charged at the prevailing rate upon payment becoming due and contained within Contractor's invoice.

(D) The Parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modifications shall include an agreed upon adjustment in Contractors compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Contractor shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

(E) Any failure by Contractor in providing services as required by this Agreement and its Exhibits will result in the City withholding payment(s) until such services or deliverables are received.

(F) Fees hereunder do not include support, license renewals and upgrades to any third party software or hardware including, but not limited to, Microsoft and Oracle. Any additional services for support, license renewal or upgrade to third party software or hardware shall require an amendment to the Agreement in accordance with Section 6(D) above.

7. Termination, Remedies and Force Majeure.

(A) This Agreement may be terminated by City without any liability of City or breach of contract, default, detrimental reliance or any other basis in law or equity upon the earlier of: (i) Contractor's filing for protection under the federal bankruptcy laws, or any bankruptcy petition for receiver commenced by a third party against Contractor; (ii) 30 calendar days prior written notice with or without cause by City to Contractor; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(B) This Agreement may be terminated immediately by either party upon 30 calendar days prior written notice should the other party substantially fail to observe, fulfill or perform any obligation, covenant, term or condition in accordance with this Agreement. The party will have substantially failed to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement, if such failure is not cured within such 30 calendar day's prior written notice or substantial steps are not taken toward diligently accomplishing such correction and continuing such diligence to fully correct this material breach after the other party's notification of same.

(C) In the event this Agreement terminates pursuant to this Section 7, Contractor shall immediately reimburse City on a prorated basis (i.e., based upon 365 calendar days) for any previous payment made for services that were to be performed following the date of termination. In the event of Contractor's material breach of the Agreement, City may terminate this Agreement and will not be obligated to pay Contractor's invoice for the particular service which is the immediate subject of the breach. Contractor shall immediately reimburse City for any payment for such services prior to termination. This paragraph shall survive termination of this Agreement.

(D) Upon any breach of this Agreement by Contractor, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(E) Contractor shall provide City with adequate written assurances of future performance, upon City's request, in the event Contractor fails to comply with any terms or conditions of this Agreement.

(F) Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of City in the contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Contractor shall notify the City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the City of the cessation of such occurrence.

8. Non Infringement Warranty and Indemnification.

(A) Contractor warrants that the software and equipment are free from trademark, copyright and patent infringements.

(B) Contractor shall indemnify, hold harmless and defend City, its officials, officers, agents, employees and volunteers from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the system), attorneys fees, and other costs, including all costs of defense, arising from all suits of law or action of every nature for or on account of the infringement of any patents, trademarks, or copyrights by reason of City's use of any proprietary materials, equipment, software, or processes, support services, enhancements, or upgrades to any of same.

(C) This Section shall survive termination or expiration of this Agreement.

9. Indemnification. Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify,

hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

10. Insurance.

(A) Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all insurance as required in **Exhibit H** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(B) If at any time during the life of the Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(C) The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(D) Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(E) If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements

shall be on file with Contractor and City prior to the commencement of any services by the subcontractor.

11. Nondiscrimination. Contractor shall not employ discriminatory practices in the provisions of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. During the performance of this Agreement, Contractor agrees as follows:

(A) Contractor will comply with all laws and regulations, as applicable providing that no person in the United States shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(B) Contractor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Contractor shall take affirmative action to ensure that the applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of in non discrimination clause.

(C) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(D) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union of workers' representatives of Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12. Independent Contractor

(A) In the furnishing of the services provided for herein, Contractor is acting solely as an independent contractor. Neither Contractor, nor any of its officers,

agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof.

(B) This Agreement does not evidence a partnership or joint venture between Contractor and City. Contractor shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Contractor shall bear its own costs and expenses in pursuant thereof.

(C) Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

13. Maintenance of Records. Records of Contractor pertaining to the services hereunder shall be kept in accordance with generally recognized accounting principles and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to this Agreement shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of this Agreement.

14. Conflict of Interest and Non Solicitation.

(A) Prior to City's execution of this Agreement, Contractor shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit I**. During the term of this Agreement, Contractor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Contractor in such statement.

(B) Contractor shall comply, and require any of its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code 1090 et. seq., the California Political Reform Act (Government Code section 87100 et. seq.), and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). At any time, upon written request of City, Contractor shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Contractor and the respective subcontractor(s) are in full compliance with all laws and regulations. Contractor shall take, and require any subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Contractor shall immediately notify City of these facts in writing.

(C) In performing the services to be provided hereunder, Contractor shall not employ or retain the services of any person while such person is either employed by the City or is a member of any City Council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(D) Contractor represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(E) Neither Contractor, nor any of Contractor's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Agreement for the FAS Contract. Contractor and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Agreement or FAS Contract unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.

(F) If Contractor should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Contractor shall include the provisions of this Section 14 in each subcontract and require its subcontractors to comply therewith.

(G) This Section 14 shall survive expiration or termination of this Agreement.

15. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be dually given if delivered personally, transmitted by facsimile followed by a telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's addressed set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner

above described shall be deemed sufficiently served or given at the time of the mailing thereof.

16. Binding. Subject to Section 17, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties respective heirs, successors, assigns, transferee, agents, servants, employees and representatives.
17. Assignment. This Agreement is personal to Contractor and there shall be no assignment by the Contractor of its rights or obligation under this Agreement without the prior written approval of the City. Any attempted assignment by Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.
18. Compliance with Law. In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

This section includes, but is not limited to, the Contractor's responsibility to comply with all requirements imposed by the California Department of Justice. These requirements include, but are not limited to, the requirement for Contractor and/or Contractor's employees to enter into a Private Contractor Management Control Agreement. For Contractor's reference, a copy of the Private Contractor Management Control Agreement is attached hereto as **Exhibit J**.

19. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
20. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of defiling of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
21. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
22. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision, or part thereof, shall not affect the validity or invalidity of any other provision.

23. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.
24. Attorneys fees. If either parties required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys fees and legal expenses.
25. Exhibits. Each exhibit, schedule and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
26. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit, schedule or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit, schedule or attachment. Furthermore, any terms or conditions contained within any exhibit, schedule or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
28. Time of the Essence. Time is of the essence in this Agreement and failure to comply with this provision shall constitute a material breach of this Agreement.
29. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
30. Extent of Agreement. Each party acknowledges that they have read and fully understood the contents of this Agreement. This Agreement and the FAS Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument dually authorized and executed by both City and Contractor.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

City of Fresno,
a municipal corporation

Hubb Systems, LLC,
a California limited liability company,
dba Data911

By: 
Jerry Dyer, Chief of Police

By: Abigail Baker

Name: Abigail Baker

Title: Chief Executive Officer

ATTEST:
Yvonne Spence
City Clerk

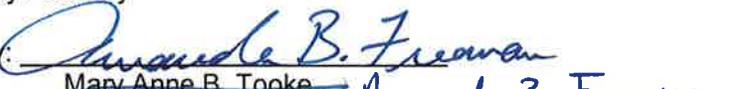
By: 
Deputy 5/18/2015

By: Doug Mosby

Name: Doug Mosby

Title: Director of Compliance

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: 
~~Mary Anne B. Tooke~~ Deputy Amanda B. Freeman

Addresses:

City:
City of Fresno
Attention: Conrad Nerdahl
2323 Mariposa Mall
Fresno, CA 93721
Phone: (559) 621-2255
FAX: (559) 457-1204

Contractor:
Hubb Systems, LLC
Attention: Mrs. Abigail Baker, CEO
2021 Challenger Drive
Alameda, CA 94501
Phone: (510) 865-9100
FAX: (510) 865-9090

Attachments:

- 01.0 - Agreement - D911 - SES and MDS Extended Warranty - 2014-09-05.docx
- 02.0 - Exhibit A - Schedule A - FY15 MDS Maintenance - 2014-9-5.pdf
- 03.0 - Exhibit A - Software and MDS Equipment List - Schedule A - 2014-9-5.pdf
- 04.0 - Exhibit B - Software Enhancement Services - Statement of Work - 2014-9-5.pdf
- 05.0 - Exhibit C - MDS Extended Warranty - Statement of Work - 2014-9-5.pdf
- 06.0 - Exhibit C - Attachment A - Parts Price List - 2014-9-16.pdf
- 07.0 - Exhibit D - Spec - Communication Link Specification - 2014-9-5.pdf
- 08.0 - Exhibit E - Spec - Name Alert System - 2014-9-5.pdf
- 09.0 - Exhibit F - Spec - Historical Activity Time-Based Snapshot System - 2014-9-5.pdf

- 10.0 - Exhibit G - Spec - Rights Modification Notification System - 2014-9-5.pdf
- 11.0 - Exhibit H - Insurance Indemnification Requirements - 2014-9-5.pdf
- 11.1 - Exhibit H - Cert of Liability and Auto Insurance - 2014-9-5.pdf
- 12.0 - Exhibit I - Conflict of Interest Disclosure - 2014-9-2.pdf
- 13.0 - Exhibit J - CLETS - Private Contractor Management Control Agreement - 2014-9-5.pdf
- 13.1 - Exhibit J - Bill Stock Fresno CLETS Authorization Form - 2014-9-5.pdf
- 13.1 - Exhibit J - Charles Hodgkins Fresno CLETS Authorization Form - 2014-9-5.pdf
- 13.1 - Exhibit J - Fabrice Caporal Fresno CLETS Authorization Form - 2014-9-5.pdf
- 13.1 - Exhibit J - Jason Thomas Fresno CLETS Authorization Form - 2014-9-5.pdf
- 13.1 - Exhibit J - Jim Strehlow Fresno CLETS Authorization Form - 2014-9-5.pdf
- 13.1 - Exhibit J - Mike Geraghty Fresno CLETS Authorization Form - 2014-9-5.pdf
- 13.1 - Exhibit J - Roland Renton Fresno CLETS Authorization Form - 2014-9-5.pdf

Schedule A

MDS Unit Serial #	Extended Warranty Cost	Original Ship Date	Current Warranty End Date	Proposed Warranty End Date	Unit Type
22391	\$ 297.00	05/15/06	06/30/14	06/30/15	Full M52 System
22512	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22513	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22514	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22515	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22516	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22517	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22518	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22519	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22520	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22521	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22522	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22523	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22524	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22525	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22526	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22527	\$ 297.00	05/26/06	06/30/14	06/30/15	Full M52 System
22554	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22555	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22556	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22557	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22558	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22559	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22560	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22561	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22562	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22563	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22564	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22565	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22566	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22567	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22568	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22569	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22570	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22571	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22572	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22573	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22574	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22575	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22576	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22577	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22578	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22579	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22580	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22581	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22582	\$ 297.00	05/31/06	06/30/14	06/30/15	Full M52 System
22583	\$ 297.00	06/05/06	06/30/14	06/30/15	Full M52 System
22606	\$ 297.00	06/05/06	06/30/14	06/30/15	Full M52 System

Schedule A

MDS Unit Serial #	Extended Warranty Cost	Original Ship Date	Current Warranty End Date	Proposed Warranty End Date	Unit Type
22607	\$ 297.00	06/05/06	06/30/14	06/30/15	Full M52 System
22608	\$ 297.00	06/05/06	06/30/14	06/30/15	Full M52 System
22609	\$ 297.00	06/05/06	06/30/14	06/30/15	Full M52 System
22610	\$ 297.00	06/05/06	06/30/14	06/30/15	Full M52 System
22611	\$ 297.00	06/05/06	06/30/14	06/30/15	Full M52 System
22612	\$ 297.00	06/05/06	06/30/14	06/30/15	Full M52 System
22613	\$ 297.00	06/05/06	06/30/14	06/30/15	Full M52 System
22614	\$ 297.00	06/05/06	06/30/14	06/30/15	Full M52 System
22615	\$ 297.00	06/05/06	06/30/14	06/30/15	Full M52 System
24858	\$ 297.00	12/12/06	06/30/14	06/30/15	Full M52 System
25427	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25428	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25429	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25430	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25431	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25432	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25433	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25434	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25435	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25436	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25437	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25438	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25439	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25440	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25441	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25442	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25443	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25444	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25445	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25446	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25447	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25448	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25449	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25450	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25451	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25452	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25453	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25454	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25455	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25456	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25457	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25458	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25459	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25460	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25461	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25462	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25463	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25464	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System

Schedule A

MDS Unit Serial #	Extended Warranty Cost	Original Ship Date	Current Warranty End Date	Proposed Warranty End Date	Unit Type
25465	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25466	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25467	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25468	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25469	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25470	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25471	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25472	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25473	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25474	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25475	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25476	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25477	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25478	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25479	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25480	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25481	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25482	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25483	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25487	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25488	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
25489	\$ 297.00	02/27/07	06/30/14	06/30/15	Full M52 System
26924	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
26925	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
26926	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
26927	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
26928	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
26929	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
26930	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
26931	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
26932	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
26933	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
26934	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
26935	\$ 297.00	11/28/07	06/30/14	06/30/15	Full M6 System
27303	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27304	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27305	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27306	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27307	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27308	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27309	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27310	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27311	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27312	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27313	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27314	\$ 297.00	05/28/08	06/30/14	06/30/15	Full M6 System
27890	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System
27891	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System

Schedule A

MDS Unit Serial #	Extended Warranty Cost	Original Ship Date	Current Warranty End Date	Proposed Warranty End Date	Unit Type
27892	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System
27893	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System
27894	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System
27895	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System
27896	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System
27897	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System
27898	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System
27899	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System
27900	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System
27901	\$ 297.00	12/28/07	06/30/14	06/30/15	Full M6 System
28109	\$ 297.00	02/21/08	06/30/14	06/30/15	Full M6 System
28110	\$ 297.00	02/21/08	06/30/14	06/30/15	Full M6 System
28111	\$ 297.00	02/21/08	06/30/14	06/30/15	Full M6 System
28112	\$ 297.00	02/21/08	06/30/14	06/30/15	Full M6 System
28113	\$ 297.00	02/21/08	06/30/14	06/30/15	Full M6 System
28114	\$ 297.00	02/21/08	06/30/14	06/30/15	Full M6 System
28176	\$ 297.00	02/13/08	06/30/14	06/30/15	Full M6 System
28177	\$ 297.00	02/13/08	06/30/14	06/30/15	Full M6 System
28178	\$ 297.00	02/13/08	06/30/14	06/30/15	Full M6 System
28179	\$ 297.00	02/13/08	06/30/14	06/30/15	Full M6 System
28180	\$ 297.00	02/13/08	06/30/14	06/30/15	Full M6 System
28181	\$ 297.00	02/13/08	06/30/14	06/30/15	Full M6 System
28300	\$ 297.00	03/17/08	06/30/14	06/30/15	Full M6 System
28301	\$ 297.00	03/17/08	06/30/14	06/30/15	Full M6 System
28302	\$ 297.00	03/17/08	06/30/14	06/30/15	Full M6 System
28303	\$ 297.00	03/17/08	06/30/14	06/30/15	Full M6 System
28304	\$ 297.00	03/17/08	06/30/14	06/30/15	Full M6 System
28305	\$ 297.00	03/17/08	06/30/14	06/30/15	Full M6 System
28306	\$ 297.00	03/17/08	06/30/14	06/30/15	Full M6 System
28307	\$ 297.00	03/17/08	06/30/14	06/30/15	Full M6 System
29010	\$ 297.00	05/23/08	06/30/14	06/30/15	Full M6 System
29011	\$ 297.00	05/23/08	06/30/14	06/30/15	Full M6 System
30063	\$ 297.00	09/11/08	06/30/14	06/30/15	Full M6 System
30064	\$ 297.00	09/11/08	06/30/14	06/30/15	Full M6 System
30065	\$ 297.00	09/11/08	06/30/14	06/30/15	Full M6 System
30066	\$ 297.00	09/11/08	06/30/14	06/30/15	Full M6 System
01-1117	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1118	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1119	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1120	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1121	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1122	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1123	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1124	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1125	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1126	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1127	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1128	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System

Schedule A

MDS Unit Serial #	Extended Warranty Cost	Original Ship Date	Current Warranty End Date	Proposed Warranty End Date	Unit Type
01-1129	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1130	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1131	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1132	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1133	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1134	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1135	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1136	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System
01-1137	\$ 297.00	10/21/08	06/30/14	06/30/15	Full M6 System

Total quoted cost to cover 248 full Data911 systems with the serial numbers listed above until the date as shown in

'Proposed Warranty End Date': \$ 59,697.00

NOTE: Highlighted CPUs are paired with Displays and Keyboards to make full systems

Display SN: 02-0636 thru 02-0656

Keyboard SN: 03-2943 thru 03-2963

**EXHIBIT A
SOFTWARE AND MOBILE DATA SYSTEM EQUIPMENT LIST**

**Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno
and Hubb Systems, LLC ("Data911")**

1. Software Covered

SOFTWARE MODULES DESCRIPTIONS

Item	Description	Licenses
01) CAD Client	Computer Aided Dispatch System	Site License
02) CAD Server	CAD Software Server Program-processes queries for mobile units	Site License
03) RMS Client	Records Management System	Site License
04) RMS Server	RMS Software Server Program-processes queries for mobile units	Site License
05) RPW	Desktop Report Writing System	Site License
06) ACR	Arrest and Citation Register	Site License
07) MX Client	Mobile Communications Software	Site License
08) MX Server	Mobile Communications Software Server-handles communications between mobile units and other associated interfaces	Site License
09) MSG	Desktop Messaging Software	Site License
10) MSG Server	Messaging (Software) Server-handles messaging from desktop to mobiles and vice versa	Site License
11) ECOMM	External Communications Software	Site License
12) ECOMM Server	External Communications Software Server-handles ECOMM messages and routes to appropriate interfaces	Site License
13) VMS Server Maintenance	Maintenance of the related VMS Software Servers	Site License
14) RX Server	Mobile Report Writer	Site License
15) AVL Desktop	Automatic Vehicle Locator, Live Console	Site License
16) AVL Mobile	Automatic Vehicle Locator, Mobile Client	Site License

17) AVL Playback	Automatic Vehicle Locator, Playback Historical Console	Site License
18) GEO Maintenance	Common Place, Street, and Zone maintenance (sub component of CAD)	Site License
19) Geocode Service	Event GEO Coder (subcomponent of CAD and AVL)	Site License
20) CAD Times	Calculates Closed Event Response Times (subcomponent of CAD)	Site License
21) CAD Backup	Tracks last case and event for disaster recovery (sub component of CAD)	Site License
22) Enterprise Manger	Administrative tool to manage all Hub-Data911 software accounts	Site License

2. MDS Hardware

SEE SCHEDULE A (attached hereto and incorporated by reference herein) FOR EQUIPMENT LIST FOR THEN CURRENT FISCAL YEAR

09/03/14 – 06/30/15	FY15
07/01/15 – 06/30/16 **	FY16
07/01/16 – 06/30/17 **	FY17
07/01/17 – 06/30/18 */**	FY18
07/01/18 – 06/30/19 */**	FY19

*Optional years

** Actual Coverage may change as units are retired or acquired.

EXHIBIT B
SOFTWARE ENHANCEMENT SERVICES STATEMENT OF WORK

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Client")
and Hubb Systems, LLC ("Data911")

Data911 agrees to provide Client the services hereinafter described with respect to application software, in accordance with the fee schedule herein and the subject to the provisions set forth below.

1. For Data911 software products, Data911 will provide a fifteen minute response time during normal business hours (Monday to Friday, 0900 to 1700) and sixty minute response time during holidays and outside normal business hours (Monday to Sunday, 1700 to 0900) for emergency support request. An emergency is defined as an application failure of the software defined in Exhibit A to the Agreement. Response is defined as the point in time when the Contractor begins diagnosis of the reported problems. Client shall use the method of communication that is identified by Data911 for emergency service request. Modem online software technical support service shall be used when applicable. Data911 shall provide 24-hour response time for on-site software emergency service, when required.
2. Data911 will provide media for all new releases, modifications and enhancements to the software modules listed in Exhibit A to the Agreement, at no additional cost to the Client.
3. Data911 will provide telephone consultation regarding:
 - (a) Questions related to public safety data practices and procedures;
 - (b) System administration consultation and assistance; e.g. paper flow and retention;
 - (c) Exceptions to Standard Procedures;
 - (d) Modification of Client's computer software or purchase of additional hardware.

I. NON CHARGEABLE SERVICES

In addition to the above releases or enhancements to the software, there shall be NO CHARGE for any new releases or enhancements to Data911 software as provided to all its Clients under enhancement and service agreements.

II. CHARGEABLE SERVICES

Items listed below are not under Data911 control, and are therefore chargeable. Client will be billed at Data911 then current rate or a fixed charge to be agreed upon.

Examples:

- (a) Recovery of lost data caused by hardware (other than MDS hardware) or operator error of the Client.
- (b) Assistance with word processing and/or other software, including operating system software not written by Data911.
- (c) Assistance due to user failure to follow prescribed procedures or exercise normal care in data processing.
- (d) Research, review, and revision of operational work.
- (e) Upgrade of Client hardware system (other than MDS hardware), new operating system and data conversion.
- (f) Retraining on modules already operational.
- (g) Additional copies of software documentation.
- (h) Installation of interfacing of additional hardware (other than MDS hardware).
- (i) Cabling.
- (j) Software changes mandated by local, county, state, or federal authorities.

Data911 time is chargeable in 15 minute increments for chargeable services requested and completed during normal business hours.

A minimum charge of one hour applies to all chargeable services requested and completed during non business hours.

EXHIBIT C
MDS EXTENDED WARRANTY STATEMENT OF WORK

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Client")
and Hubb Systems, LLC ("Data911")

I. Services

Services provided are limited to Data911 repair or replacement, at Data911 election, or any part of the component which prohibits the proper and normal operation of the Data911 Equipment specification in Schedule A of Exhibit A to the Agreement. Maintenance services include, but are not limited to, all parts and labor required to identify the failure and to repair the Equipment to guarantee proper working condition of the product return. No on-site contractor or representative will be included as part of these services.

II. Return Material Authorization Procedure

Upon determination that a hardware failure has occurred, Client will contact Data911 by telephone at (510) 865-9100 ext. 125 to obtain a Return Material Authorization (RMA) number. A qualified Data911 technician will provide initial telephone conversation to assist Client in problem analysis and determination, as some problems may be in other layers of the system and therefore will not require the return of a unit. Equipment is to be removed and returned to the factory, shipping prepaid by the Client. Prior to equipment shipment, Client is to call Data911 for a RMA number. The RMA number is to be clearly marked on shipping label or shipping container. The unit will be repaired and shipped by Data911 back to Client via ground shipping service within 10 business days of receipt. Client is to pay for any expedited return shipping services.

III. Parts and Labor Availability

Data911 will guarantee availability of parts and labor for a period of 10 years from the time of purchase of the new equipment. If parts become unavailable within a 10 year period, Data911 will replace the obsolete equipment to equivalent functionality at no additional charge. This paragraph shall survive expiration or termination of the Agreement.

IV. Compensation

Any MDS (as defined in Schedule A of Exhibit A to the Agreement) outside of warranty will be added to this Agreement at a rate of \$297 per year per unit.

Any non-warranty covered repair (i.e., damage caused by Client other than ordinary use of MDS unit) of an MDS unit in Schedule A of Exhibit A to the Agreement will be charged to Client based on the rates contained in **Attachment A**, attached hereto and incorporated by reference herein.

Attachment A
Parts Price List M5, M52 and M6

PartNumber	PartName	CustomerPrice
BA-02-0024	Backlight Inverter	\$198.00
BA-02-0025	Touch Controller (1210AU and TG)	\$156.00
BA-02-2001	M5 RECEIVER PCB	\$120.84
BA-02-2100	M5 RECEIVER PCB (12.1T)	\$97.00
BA-02-2501	M5II Receiver PCB (1210AU & 1210TG)	\$105.00
CA-01-2017	Hard Drive Ribbon Cable	\$7.41
CA-02-2020	M5 POTENTIOMETER	\$23.24
CA-02-2504	Display Power Switch Assembly - 16" Cable	\$7.00
FN-02-0008	Fan - 12.1" display (M5, M5II, M6)	\$22.05

Baseboards, Hard Drives and RAM modules are based on availability and market value
Please call for pricing and availability

Attachment A
Parts Price Cables and Mounting

P/N	Description	Unit Price
CA-05-2009	CABLE ASSY., POWER INPUT (for M5, M5-II and M6 CPU)	\$ 37.00
CA-05-2011-02	CABLE ASSY., POWER EXTENSION, 2m	\$ 199.00
CA-05-2011-55	CABLE ASSY., POWER EXTENSION, 5.5m	\$ 249.00
CA-05-2011-75	CABLE ASSY., POWER EXTENSION, 0.75m	\$ 139.00
CA-05-2012-02	CABLE ASSY., DISPLAY POWER, 2m	\$ 28.00
CA-05-2012-06	CABLE ASSY., DISPLAY POWER, 6m	\$ 39.00
CA-05-2013-02	CABLE ASSY., LVDS, 2m	\$ 134.00
CA-05-2013-06	CABLE ASSY., LVDS, 6m	\$ 270.00
CA-05-2014-02	CABLE ASSY., AUDIO PATCH, MOLDED, BLACK, 2m	\$ 4.00
CA-05-2014-07	CABLE ASSY., AUDIO PATCH, MOLDED, BLACK, 7m	\$ 9.00
CA-05-2026	PCM Cable (for M5 CPU)	\$ 17.07
CA-05-2037	PCM-II Cable (For M5-II)	\$ 8.46
CA-09-6002	PCM-III (aka GPIO) Cable (for M6)	\$ 30.48
CA-05-6003	Blower/Fan Cable (for M6 CPU/Mount)	\$ 7.59
D9-08-0016	M5/M5-II CPU Glove Box Mount	\$ 62.16
D9-08-0017	M5/M5-II CPU Universal Mount	\$ 58.60
D9-08-0018	M5/M5-II Power Supply Mount	\$ 74.52
D9-08-6003	M6 CPU Glove Box Mount	\$ 110.00
D9-08-6004	M6 CPU Universal Mount	\$ 110.00

**EXHIBIT D
COMMUNICATION LINK SPECIFICATION**

**Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Fresno")
and Hubb Systems, LLC ("Data911")**

Description: Admin messaging link from Fresno CAD and mobiles to FSO system for all positions served by the FSO messaging system, including agencies such as Clovis PD which may be connected to FSO.

A specification will be created by Hub-Data911 and approved by the Fresno Police Department before the programming begins.

Mutually agreed to specifications must be supported by FSO Messaging System.

The ability to move forward remains contingent on the Fresno Sheriff's Department having a system available to make this bridged connection.

EXHIBIT E
Name Alert System

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Fresno")
and Hubb Systems, LLC ("Data911")

Description: A display of RMS Name Alerts:

Currently, the Data911 system accommodates the tagging of a street address with an alert. Such that, when the address is run, the alert surfaces in MX and ECOMM as an alert to an officer to be aware of what ever conditions that are placed into the alert.

The challenge is that the system does not allow for any alert to be placed on a name. As such, if an officer in patrol runs a name and there is perhaps an alert that this individual is known to possess firearms and make threats of suicide by cop etc. the officer has no way of knowing this.

Given this, there is an inherent officer safety issue that needs to be resolved. So that, an alert can be placed on an individual; and, when an officer in patrol runs that name, the alert will surface on the MX side.

Since this alert already exists on address locations there is a need to extend this to names.

EXHIBIT F
Historical Events Activity Time-Based Snapshot System

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Fresno")
and Hubb Systems, LLC ("Data911")

Description: Unit/Event - Historical Time-Based Snap-Shot feature: Historically, in legacy systems there was a process that would create a snapshot "trash-print" every 15 minutes of Unit and Event activity.

So that as requests were made as to what was going on at a specific time, it would be easy to say with a high degree of timeliness and accuracy what Units were doing, and what type of call those units were on. Unfortunately, the current system requires that a data-miner must research every possible unit to determine what they were doing each day and at specific times.

This becomes a very time consuming process. As such, the proposed and simplified solution is to recreate a snapshot every 15 minutes as to what Units and Events have occurred at specific dates and times. Then, make such snapshots easily searchable.

- 1) The goal is to derive:
 - (a) Who was on duty
 - (b) What units were in-service
 - (c) What units were on calls
 - (d) What were the priority of those calls

- 2) The generation of a small text file is all that would be needed; exported with a date/time stamp along with a file name to include the respective information.

EXHIBIT G
Rights Modification Notification System

**Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Fresno")
and Hubb Systems, LLC ("Data911")**

Description: Temporary Rights Modification Notification System - Expiration Time-Out: A process is needed where an individual can be granted temporary elevated rights and an established expiration date – during temporary reassignment for a particular police function; but, where an expiration notification will be made to an established system admin of the temporary reassignment's expiring date.

The admin will then make a decision to extend or revert the rights to a previous level based on administrative notification.

As for this work, the vendor agrees to the expiring notification; but further stipulates that their development should not be expected to assume the programming challenge of detecting whether or not the user logs out after the expiration of their period of elevated rights; or, if they have not logged out, force a log out. This process will need to be handled by Fresno staff.

Fresno staff agrees that it will also need to exercise appropriate caution and discretion in providing and then removing elevated rights to users who might otherwise be engaged in some level of work in process.

The routine auditing of staff class privileges is already exercised by established personnel assigned with Security oversight of the system.

**Exhibit H
INSURANCE REQUIREMENTS**

**Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("CITY")
and Hubb Systems, LLC ("CONTRACTOR")**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONTRACTOR'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR, or any party the CONTRACTOR subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONTRACTOR and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONTRACTOR, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Liability Insurance

Endorsement

Policy Period MAY 25, 2014 TO MAY 25, 2015
Effective Date MAY 25, 2014
Policy Number 3587-79-43 WUC
Insured IIUBB SYSTEMS LLC
Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY
INFORMATION AND NETWORK TECHNOLOGY BLENDED LIABILITY INSURANCE

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY

Liability Endorsement
(continued)

DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

Reference Copy

Liability Insurance

Endorsement

Policy Period MAY 25, 2014 TO MAY 25, 2015
Effective Date MAY 25, 2014
Policy Number 3587-79-43 WUC
Insured HUBB SYSTEMS LLC

Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

*Transfer Or Waiver Of
Rights Of Recovery
Against Others*

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Reference Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/01/2014

Policy No. 406-03-82-03

Endorsement No.

Insured HUBB SYSTEMS, LLC

Premium \$

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

**EXHIBIT I
DISCLOSURE OF CONFLICT OF INTEREST**

**Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno and Hubb Systems, LLC**

Question	YES*	NO
1. Are you currently in litigation with the City of Fresno or any of its agents?		✓
2. Do you represent any firm, organization or person who is in litigation with the City of Fresno?		✓
3. Do you currently represent or perform work for any clients who do business with the City of Fresno?		✓
4. Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?		✓
5. Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?		✓
6. Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with the subject matter of this service?		✓
<i>* If the answer to any question is yes, please explain in full below. Attach additional pages, if necessary.</i>		
Item # ____		
Item # ____		

(name) Abigail Baker

Hubb Systems, LLC

(company)

2021 Challenger Dr.

(address)

Alameda, CA 94501

(city, state, zip)


Signature

September 3, 2014

PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Agreement to allow the California Law Enforcement Telecommunications System (CLETS) access by

City of Fresno - Police Department

0100-500

(Public law enforcement/criminal justice agency)

(ORI)

to Hubb Systems LLC (Hubb-Data911)

(Private Contractor)

to perform DOJ-CLETS Communication Interface services on its behalf.

(Type of service)

Access to the CLETS is authorized to public law enforcement and criminal justice agencies only (hereinafter referred to as the *CLETS subscribing agency*), which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This Agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, nor automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices and Procedures (PPP)* and the FBI's *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain and enforce:

1. Standards for the selection, supervision and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant the CLETS systems access to personnel who meet these standards and deny it to those who do not; and
2. Policies governing the operation of computers, access devices, circuits, hubs, **boundary protection devices** and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store or transmit criminal justice information, guaranteeing the priority, integrity and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming and operating procedures associated with the development, implementation and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminals, access devices or stored/printed data.

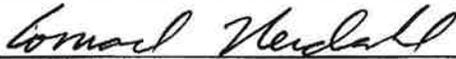
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Additionally, it is the responsibility of the CLETS subscribing agency to ensure all private contractors receiving information from the CLETS meet the minimum training, certification and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test and affirm the proficiency of the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide retesting and reaffirm the proficiency of all the CLETS operators, if applicable;
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment or information. If the results of criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted; and
3. Each individual must sign an Employee/Volunteer Statement Form prior to operating or having access to the CLETS computers, equipment or information.

In accordance with the CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The Management Control Agreement shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the FBI's CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.



Signature (CLETS Subscribing Agency)



Signature (private contractor)

Conrad Nerdahl IS/Rcrds Mgr (ACC)

Print Name and Title

Abigail Baker, CEO (Hubb Systems LLC)

Print Name and Title

9/8/2014

Date

9/8/14

Date

EMPLOYEE/VOLUNTEER STATEMENT FORM

USE OF INFORMATION FROM THE CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS) AND THE DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION

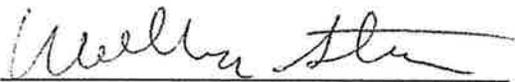
As an employee/volunteer of Hubb Systems LLC (Hubb-Data911), you may have access to confidential criminal records, the Department of Motor Vehicle records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the "need-to-know" and the "right-to-know" basis. The misuse of such information may adversely affect an individual's civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC sections 11105 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141-11143 and 13302-13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the Department of Motor Vehicle record information. PC sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.


Signature

BILL STOCK
Print Name

SEPT. 3, 2014
Date

City of Fresno - Police Department

ORI 0100-500

EMPLOYEE/VOLUNTEER STATEMENT FORM

USE OF INFORMATION FROM THE CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS) AND THE DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION

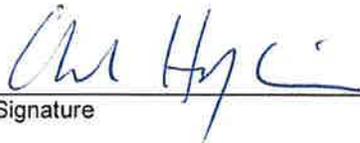
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I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.


Signature

CHARLES HODGKINS
Print Name

SEPT 3, 2014
Date

City of Fresno - Police Department

ORI 0100-500

EMPLOYEE/VOLUNTEER STATEMENT FORM

USE OF INFORMATION FROM THE CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS) AND THE DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION

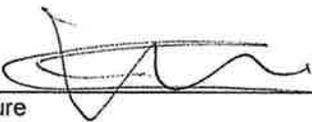
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I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.


Signature

FABRICE CAPORAL
Print Name

SEPT. 2, 2014
Date

City of Fresno - Police Department

ORI 0100-500

EMPLOYEE/VOLUNTEER STATEMENT FORM

USE OF INFORMATION FROM THE CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS) AND THE DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION

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I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.


Signature

JASON THOMAS
Print Name

SEPT. 3, 2014
Date

City of Fresno - Police Department

ORI 0100-500

EMPLOYEE/VOLUNTEER STATEMENT FORM

USE OF INFORMATION FROM THE CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS) AND THE DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION

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"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.



Signature

JIM STREHLOW

Print Name

SEPT 3, 2014

Date

City of Fresno - Police Department

ORI 0100-500

EMPLOYEE/VOLUNTEER STATEMENT FORM

USE OF INFORMATION FROM THE CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS) AND THE DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION

As an employee/volunteer of Hubb Systems LLC (Hubb-Data911), you may have access to confidential criminal records, the Department of Motor Vehicle records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the "need-to-know" and the "right-to-know" basis. The misuse of such information may adversely affect an individual's civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC sections 11105 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141-11143 and 13302-13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the Department of Motor Vehicle record information. PC sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

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Michael Geraghty
Signature

MIKE GERAGHTY
Print Name

SEPT. 3, 2014
Date

City of Fresno - Police Department

ORI 0100-500

EMPLOYEE/VOLUNTEER STATEMENT FORM

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I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.

Roland Renton

Signature

ROLAND RENTON

Print Name

SEPT 3, 2014

Date

City of Fresno - Police Department

ORI 0100-500



2021 Challenger Drive
Alameda, CA 94501

Telephone 510-250-0830
Fax 510-865-9090

November 17, 2014

ATT:Conrad Nerdahl
Fresno Police Department
2323 Mariposa Mall
Fresno, CA 93721

RE: Satisfaction of Fresno Source code contract deliverable

Dear Conrad,

Since Data911 has completed the tasks and satisfied the terms of the Software Enhancement Services and MDS Extended Warranty Agreement (as outlined on page 5) to provide Fresno PD with the source code for the current version of Data911 software within 30 days of the finalization of this agreement, please sign below acknowledging the completion of our work. Please email back to me or fax it to 510-865-9090 to my attention.

(C) Source Code. For purposes of this Agreement, "Source Code" shall mean the source code for all software covered by the FAS Contract and this Agreement.

(i) Contractor shall within 30 days of the date this Agreement is entered into (date first set forth above as the date the Parties made this Agreement) deliver the most complete and current version of the Source Code to City ("Initial Delivery"). The initial delivery will also include any third party controls in an installable and useable format; which, the Contractor has deemed necessary and properly licensed to rely on and add to the code to ensure proper operability.

Digitally signed by
conrad.nerdahl@fresno.gov
DN: cn=conrad.nerdahl@fresno.gov
Date: 2014.11.19 15:49:05 -08'00'

Conrad Nerdahl

November 19, 2014

Date

Thank you in advance for your prompt attention in processing this letter. Please do not hesitate to telephone me with any questions, (510) 250 0830 Extension 131.

Sincerely,

Roland Renton
Software Client Support Manager
Data911 Mobile Computer Systems
2021 Challenger Drive
Alameda, CA 94501
Office: [510\) 865-9100 ext 131](tel:5108659100)
Cell: [510\) 708-3605](tel:5107083605)
Fax: [510\) 865-9090](tel:5108659090)
roland.renton@data911.com
dvsupport@data911.com
support@data911.com

**ACTION BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING
OF THE MAJORITY MEMBER AND MANAGER OF
HUBB SYSTEMS, LLC**

The undersigned, being the Majority Member and Manager of Hubb Systems, LLC, a California limited liability company (the "Company"), by its signature below, or on a counterpart hereof, hereby adopt the following resolutions on behalf of the Company:

1. Authorization of Signing Authority.

WHEREAS, the Majority Member and Manager have been advised that the City of Fresno ("Fresno") needs verification that the Chief Executive Officer of the Company, Abigail Baker, has the authority to execute documents with Fresno that will be binding upon the Company.

NOW, THEREFORE, be it:

RESOLVED, that Abigail Baker is hereby authorized to execute any and all documents necessary to consummate the transaction(s) with Fresno, which signature shall be binding on Company.

RESOLVED FURTHER, that the Manager of this Company is, and acting alone is, hereby authorized and instructed to execute any and all documents and to take such other and further action on behalf of this Company as said Manager with the advice of counsel deems necessary or appropriate to carry out the intent of this resolution.

2. Omnibus Resolutions.

RESOLVED FURTHER, that the Manager of this Company is, and acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as said Manager with the advice of counsel shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions; and

RESOLVED FURTHER, that any actions taken by the Manager prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this Company.

This Written Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Written Consent shall be filed in the Minute Book of this Company and become part of the records of this Company.

(signature page to follow)

MAJORITY MEMBER AND MANAGER

Dated: September 3, 2014


Abigail Baker